

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 and February. The meetings begin at 6:00 PM, unless otherwise noted.



AGENDA  
**Regular Meeting**  
**Board of Directors**  
**Monterey Peninsula Water Management District**  
\*\*\*\*\*  
**Monday, August 19, 2024 at 6:00 p.m. [PST]**

Meeting Location: MPWMD – Main Conference Room  
5 Harris Court, Building G, Monterey, CA 93940  
[This is an In-Person meeting. Remote participation may be offered via Zoom, but this is optional as connectivity cannot be assured and thus is not a necessary requisite for the meeting to proceed in-person.]

To Join via Zoom- Teleconferencing means, please click the link below:  
<https://mpwmd-net.zoom.us/j/83012203137?pwd=DVB0VnFtnlafvtcZhiiTjJd5aboCBB.1>

Or join at: <https://zoom.us/>  
Webinar ID: 830 1220 3137  
Passcode: 081924  
To Participate by Phone: (669) 900-9128

**For detailed instructions on how to connect to the meeting, please see page 5 of this agenda.**

You may also view the live webcast on AMP <https://accessmediaproductions.org/>  
scroll down to the bottom of the page and select AMP 1.

This agenda was posted at the District website ([www.mpwmd.net](http://www.mpwmd.net)) and at 5 Harris Court, Bldg. G, Monterey, California on Wednesday, August 14, 2024. Staff notes will be available on the District website at <http://www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendas-calendar/> by 5:00 P.M. on Friday, August 16, 2024.

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**CALL TO ORDER / ROLL CALL**

**PLEDGE OF ALLEGIANCE**

<p><b><u>Board of Directors</u></b> Amy Anderson, Chair – Division 5 George Riley, Vice-Chair – Division 2 Alvin Edwards – Division 1 Marc Eisenhart – Division 3 Karen Paull – Division 4 Mary L. Adams– Monterey County Board of Supervisors Representative Ian Oglesby– Mayoral Representative</p> <p><b><u>General Manager</u></b> David J. Stoldt</p>
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<p><b><u>Mission Statement</u></b> Sustainably manage and augment the water resources of the Monterey Peninsula to meet the needs of its residents and businesses while protecting, restoring, and enhancing its natural and human environments.</p> <p><b><u>Vision Statement</u></b> Model ethical, responsible, and responsive governance in pursuit of our mission.</p> <p><b><u>Board's Goals and Objectives</u></b> Are available online at: <a href="https://www.mpwmd.net/who-we-are/mission-vision-goals/">https://www.mpwmd.net/who-we-are/mission-vision-goals/</a></p>
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**ADDITIONS AND CORRECTIONS TO THE AGENDA** – *The General Manager will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.*

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

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

1. Consider Adoption of Minutes of the Regular Board Meeting on July 15, 2024
2. Consider Authorization of a Contract with TM Process & Controls, Inc. to Provide ASR Well Turbidity Control
3. Consider Recommendation to Authorize a Lease for Three Photocopy Machines
4. Consider Adoption of Treasurer’s Report for June 2024
5. Consider Approval of 2024 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

#### **GENERAL MANAGER’S REPORT**

6. Status Report on California American Water Compliance with State Water Resources Control Board Order 2016-0016 and Seaside Groundwater Basin Adjudication Decision (*Verbal Report*)
7. Progress Report on Strategic Goals Assigned to General Manager for 2024

#### **REPORT FROM DISTRICT COUNSEL**

8. Report From District Counsel

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

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

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

10. Consider the First Reading of Ordinance No. 195 Adding Rule 19.9 to Provide Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act

*Recommended Action: The Board will consider an ordinance to add Rule 19.9 to Provide Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act.*

11. Consider Adoption of Urgency Ordinance No. 196, an Ordinance of the Monterey Peninsula Water Management District Clarifying Rule 24, Second Bathroom Protocol

*Recommended Action: The Board will consider an ordinance that clarifies that fixtures in a second*

*bathroom are not to be removed to add water fixtures elsewhere and then reinstalled using the Rule 24 second bathroom protocol.*

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

- 12. Consider Inclusion of California Liquid Assets Securities System and California Assets Management Program in District’s Investment Policy

Recommended Action: *The MPWMD Finance and Administration Committee recommends that the Board consider including the CLASS and CAMP programs in the District’s Investment Policy.*

- 13. Consider Approval of Job Description, Salary Range, and Authorize Search for Assistant General Manager Position

Recommended Action: *The Board will consider: (1) adopting the job description, (2) establishing a salary range, (3) discussing and setting limits on certain contract parameters, and (4) authorizing the search and hiring of a qualified candidate.*

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

- 14. Report on July 26, 2024 State & Local Water Forum (*Verbal Report*)

Recommended Action: *The Board will receive a verbal report from the General Manager on the July 26, 2024, State & Local Water Forum.*

- 15. Update on 2024-2025 Water Allocation Process (*Verbal Report*)

Recommended Action: *The Board will receive an update from the General Manager on the 2024-2025 Water Allocation Process.*

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

- 16. Report on Activity/Progress on Contracts Over \$25,000
- 17. Status Report on Spending – Public’s Ownership of Monterey Water System
- 18. Letters Received and Sent Supplemental Letter Packet
- 19. Committee Reports
- 20. Monthly Allocation Report
- 21. Water Conservation Program Report for July 2024
- 22. Carmel River Fishery Report for July 2024
- 23. Monthly Water Supply and California American Water Production Report  
 [Exempt from environmental review per SWRCB Order Nos. 95-10 and 2016-0016, and the Seaside Basin Groundwater Basin adjudication decision, as amended and Section 15268 of the California Environmental Quality Act (CEQA) Guidelines, as a ministerial project; Exempt from Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources]

**ADJOURNMENT**

Board Meeting Schedule		
Monday, September 16, 2024	Regular	6:00 p.m.

Monday, October 21, 2024	Regular	6:00 p.m.
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Board Meeting Television and On-Line Broadcast Schedule	
Television Broadcast	Viewing Area
Comcast Ch. 24   View live broadcast on meeting dates, and replays on Mondays, Tuesdays and Thursdays at 4:00 p.m.	All Peninsula Cities
Comcast Ch. 28 (Monterey County Government Channel) Replays only at 9:00 a.m. on Saturdays	Throughout the Monterey County Government Television viewing area.
Internet Broadcast	
AMP 1   View live broadcast on meeting dates, and replays on Mondays, Tuesdays, and Thursdays at 4:00 p.m. and at <a href="https://accessmediaproductions.org/">https://accessmediaproductions.org/</a> scroll to <b>AMP 1</b> .	
Monterey County Government Channel   Replays only at 9:00 a.m. on Saturdays at <a href="http://www.mgtvonline.com">www.mgtvonline.com</a>	
MPWMD YouTube Page – View live broadcast on meeting dates. Recording/Replays available five (5) days following meeting date - <a href="https://www.youtube.com/channel/UCg-2VgzLBmgV8AaSK67BBRg">https://www.youtube.com/channel/UCg-2VgzLBmgV8AaSK67BBRg</a>	

### Accessibility

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

### Provide Public Comment at the Meeting

#### Attend In-Person

The Board meeting will be held in the Main Conference Room at **5 Harris Court, Building G, Monterey, CA 93942** and has limited seating capacity. Face coverings are encouraged, but not required.

**Attend via Zoom:** See below “Instructions for Connecting to the **Zoom Meeting**”

#### Submission of Public Comment via E-mail

Send comments to [comments@mpwmd.net](mailto:comments@mpwmd.net) with one of the following subject lines "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or “PUBLIC COMMENT – ORAL COMMUNICATIONS.” Staff will forward correspondence received to the Board. Correspondence is not read during public comment portion of the meeting. However, all written public comment received becomes part of the official record of the meeting and placed on the District’s website as part of the agenda packet for the meeting.

#### Submission of Written Public Comment

All documents submitted by the public must have no less than fifteen (15) copies to be received and distributed by the **Clerk** prior to the Meeting.

#### Document Distribution

In accordance with Government Code §54957.5, any materials of public record relating to an agenda item for a meeting of the Board of Directors that are provided to a majority of the members less than 72 hours before the meeting will be made available at the **District Office, 5 Harris Court, Building G, Monterey, CA** during normal business hours.

Materials of public record that are distributed during the meeting shall be made available for public inspection at the meeting if prepared by the Board or a member of its legislative/advisory body, or the next business day after the meeting if prepared by some other person.

### Instructions for Connecting to the **Zoom Meeting**

**The public may remotely view and participate in the meeting to make public comment by computer, by phone or smart device.**

Please log on or call in as early as possible to address any technical issues that may occur and ensure you do not miss the time to speak on the desired item. Follow these instructions to log into Zoom from your computer, smart device or telephone. (Your device must have audio capability to participate).

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

<https://mpwmd-net.zoom.us/j/83012203137?pwd=DVB0VnFtnlafvtcZhiitJd5aboCBB.1>

Or join at: <https://zoom.us/>  
Webinar ID: 830 1220 3137  
Passcode: 081924

To Participate by Phone: (669) 900-9128

1. Use the “raise hand” function to join the queue to speak on the current agenda item when the Chair calls the item for Public Comment.

**COMPUTER / SMART DEVICE USERS:** You can find the raise hand option under your participant's name.

**TELEPHONE USERS:** The following commands can be entered using your phone’s dial pad:

- \*6 – Toggle Mute / Unmute
- \*9 – Raise Hand

2. Staff will call your name or the last four digits of your phone number when it is your time to speak.
3. You may state your name at the beginning of your remarks for the meeting minutes.
4. Speakers will have up to three (3) minutes to make their remarks. *The Chair may announce and limit time on public comment.*
5. You may log off or hang up after making your comments.

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



**ITEM: CONSENT CALENDAR****1. CONSIDER ADOPTION OF MINUTES OF THE REGULAR BOARD MEETING ON JULY 15, 2024****Meeting Date:** August 19, 2024 **Budgeted:** N/A**From:** David J. Stoldt,  
General Manager **Program/  
Line Item No.:** N/A**Prepared By:** Sara Reyes **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 for consideration are the draft minutes of the MPWMD Board of Director's Regular Meeting held on July 15, 2024 (**Exhibit 1-A**).**RECOMMENDATION:** The Board will consider adopting the draft minutes of the Regular Meeting on July 15, 2024.**EXHIBITS****1-A** MPWMD Board of Director's Regular Board Meeting on July 15, 2024

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**EXHIBIT 1-A**

**Draft Minutes  
Regular Meeting  
Board of Directors  
Monterey Peninsula Water Management District  
July 15, 2024 at 6:00 P.M.**

Meeting Location: District Office, Main Conference Room  
5 Harris Court, Building G, Monterey, CA 93940 AND  
By Teleconferencing Means - *Zoom*

**CALL TO ORDER:**

Chair Anderson called the meeting to order at 6:00 p.m.

**ROLL CALL:**

Board members present:

Amy Anderson, Chair  
George Riley, Vice Chair  
Mary Adams  
Karen Paull  
Ian Oglesby  
Alvin Edwards  
Marc Eisenhart (via Zoom)

Board members absent:

None

District staff members present:

David Stoldt, General Manager (via Zoom)  
Nishil Bali, Administrative Services Manager/Chief Financial Officer  
Jonathan Lear, Water Resources Manager  
Maureen Hamilton, District Engineer  
Stephanie Locke, Water Demand Manager  
Thomas Christensen, Environmental Resources Manager  
Sara Reyes, Executive Assistant/Board Clerk

District staff members absent:

None

District Counsel present:

Michael Laredo with De Lay & Laredo  
David Laredo with De Lay & Laredo

**PLEDGE OF ALLEGIANCE:**

The assembly recited the Pledge of Allegiance.

**ADDITIONS AND CORRECTIONS TO THE AGENDA:**

None

**ORAL COMMUNICATIONS:**

Chair Anderson opened Oral Communications; *the following comments were directed to the Board:*

- (1) Tom Rowley, serving as the Vice President of the Monterey Peninsula Taxpayers Association, raised questions about the water supply charge revenue included in the fiscal year 2024-2025 budget approved by the Monterey Peninsula Water Management District (MPWMD).
- (2) Marlana Brown, the Community Planning Liaison Officer, Naval Support Activity Monterey, presented a letter to the MPWMD Board of Directors. The letter, written by Captain Robert S. Smith, Commanding Officer of the U.S. Navy, expressed appreciation for the MPWMD’s collaborative role in the environmental assessment of the proposed Naval Innovation Center under the National Environmental Protection Act. Ms. Brown read the letter into the record on July 15, 2024.
- (3) Melodie Chrislock, responded to comments by Tom Rowley and highlighted that an annual investment of three million dollars has been contributing to the resolution of a longstanding water crisis in the community. She urged patience and support for the MPWMD’s ongoing initiatives.
- (4) Susan Schiavone, concurred with Melodie Chrislock’s statements, adding that the MPWMD’s consistent recognition for exemplary fiduciary management is a testament to their capability. She remains hopeful about the MPWMD’s future handling of financial responsibilities.

*No further comments were directed to the Board.*

#### **CONSENT CALENDAR:**

Chair Anderson introduced the matter.

Director Paull offered a motion with a second by Director Oglesby, to approve the Consent Calendar. The motion passed by a roll call vote of 7-Ayes (Oglesby, Eisenhart, Anderson, Riley, Paull, Adams, and Edwards), and 0-Noes.

**The following agenda items were accepted as part of the Consent Calendar:**

1. **Consider Adoption of Minutes of the Special and Regular Board Meeting on June 17, 2024 and the Special Board Meeting on July 1, 2024**
2. **Consider Adoption of Treasurer’s Report for May 2024**

#### **GENERAL MANAGER’S REPORT:**

Chair Anderson introduced the matter.

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

General Manager Stoldt provided information on the status of this agenda item via slide-deck presentation titled “Status Report on Cal-Am Compliance with SWRCB Orders and Seaside Basin Decision as of July 1, 2024”. A discussion on this topic was then conducted by the Board. *A copy of the presentation is available at the District office and can be found on the District website.*

4. **Update on Water Supply Projects**

General Manager provided a brief report and noted the following:

- Aquifer Storage and Recovery (ASR) currently sits at 3,677 acre feet in the ground and can serve as a drought reserve if needed for a dry year
- Pure Water Monterey’s (PWM) operating reserve is 2,189 acre feet. That combined with ASR is 5,868 acre feet or roughly 60 to 65 of total demand during a single year
- PWM still deemed to be on target for late calendar year 2025 for coming online

**REPORT FROM DISTRICT COUNSEL:**

Chair Anderson introduced the matter.

**5. Report From District Counsel**

District Counsel David Laredo drew attention to his memorandum included in the meeting materials, specifically listed as Item 5. He delivered a comprehensive update on the pending legal matters as of July 8, 2024.

Chair Anderson opened the public comment; the following comments were directed to the Board:

- (1) Tom Rowley, addressed Item 2 from Counsel Laredo’s report and voiced his dissent regarding the characterization of the ongoing lawsuit, specifically the phrase “electoral mandate of Measure J.” He further argued that the Water Supply Charge should be discontinued should the courts decide against the MPWMD.
- (2) Melodie Chrislock, responded to Tom Rowley’s remarks by clarifying that Measure J was a directive formally passed by the voters, rather than a discretionary decision made by the MPWMD.

*No further comments were directed to the Board.*

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

Chair Anderson introduced the matter.

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

Director Edwards noted his attendance at the Seaside Groundwater Basin Watermaster meeting on July 10, 2024.

**PUBLIC HEARING:**

Chair Anderson introduced the matter.

**7. Consider Adoption of Resolution No. 2024-09 – Calling an Election for Directors in Voter Divisions 3, 4, and 5 on November 5, 2024, and Approve the Services Agreement with the County of Monterey-Elections Department**

Sara Reyes, Board Clerk, gave a summary of the agenda item. She informed that the Monterey County Elections Department has two requirements (1) the Board must adopt and submit a resolution to call for the election on November 5<sup>th</sup> by August 9, 2024, and (2) a Service Agreement must be in place for Election Services. The upcoming election will determine the directors for voter Divisions 3, 4, and 5, slated for November 5, 2024. A discussion on this topic was then conducted by the Board.

Chair Anderson opened the public comment; no comments were directed to the Board.

A motion was made by Director Riley with a second by Director Edwards to adopt Resolution No. 2024-09 Ordering an Election in Voter Divisions 3, 4 and 5. The motion passed by a roll call vote of 7-Ayes (Oglesby, Adams, Paull, Eisenhart, Edwards, Riley and Anderson) and 0-Noes.

A motion was made by Director Riley with a second by Director Paull to authorize the General Manager to enter into a service agreement with Monterey County Elections to conduct the election. The motion passed by a voice vote of 7-Ayes (Oglesby, Adams, Paull, Eisenhart, Edwards, Riley and Anderson) and 0-Noes.

**ACTION ITEM:**

Chair Anderson introduced the matter.

**8. Consider Establishment of Financial Assistance Program to Assist Low-Income Households to Comply with District Ordinance No. 3 and Rule 54 Requiring Metering and Reporting of Privately Owned Wells**

Jonathan Lear, Water Resources Manager, presented this item and answered questions from the Board. Mr. Lear explained this program is being requested to establish a financial assistance program to assist low-income households in complying with MPWMD Regulation V. Well Monitoring/Rule 54 – Reporting. The Board engaged in discussions. A discussion on this topic was then conducted by the Board.

Chair Anderson opened the public comment; no comments were directed to the Board.

A motion was made by Director Oglesby with a second by Director Edwards to direct the General Manager to establish a financial assistance program to assist low-income households to comply with District Rule 54. The motion passed by a roll call vote of 7-Ayes (Oglesby, Adams, Paull, Eisenhart, Edwards, Riley and Anderson) and 0-Noes.

**9. Consider Authorizing Additional Funds for the Contract with Maggiora Brothers Drilling for Rehabilitation of Two ASR Wells**

Maureen Hamilton, District Engineer presented this item via slide-deck presentation titled “Consider Authorizing Additional Funds for the Contract with Maggiora Brothers Drilling for Rehabilitation of Two ASR Wells”. *A copy of the presentation is available at the District office and can be found on the District website.* Ms. Hamilton reported that a revised staff report with a reduced cost estimate was distributed to the board. A discussion on this topic was then conducted by the Board.

Chair Anderson opened the public comment; no comments were directed to the Board.

On a motion by Director Riley with a second by Director Eisenhart, the Board authorized the General Manager (or his designee) to increase the Maggiora Brothers Drilling, Inc. contract to rehabilitate ASR1 and ASR2 wells by \$176,250.50 for a total not-to-exceed amount of \$509,544.00. The motion passed by a roll call vote of 7-Ayes (Oglesby, Paull, Eisenhart, Edwards, Riley, and Anderson) and 0-Noes.

**10. Consider Adoption of Agreement with De Lay & Laredo for Legal Services**

David Stoldt, General Manager, delivered a briefing on this subject and responded to the Board’s inquiries. Mr. Stoldt disclosed that the legal agreement underwent review during a performance evaluation in a confidential session. After the review, the Board suggested two small amendments, which have been incorporated into the agreement. A discussion on this topic was then conducted by the Board.

Chair Anderson opened the public comment; no comments were directed to the Board.

On a motion by Director Edwards with a second by Director Oglesby, the Board approved the proposed contract for legal services with De Lay & Laredo. The motion passed by a roll call vote of 7-Ayes (Oglesby, Paull, Eisenhart, Edwards, Riley, and Anderson) and 0-Noes.

**11. Consider Adoption of Memorandum of Understanding with the District Bargaining Units**

General Manager Stoldt provided a summary of this item and answered questions from the Board. Mr. Stoldt highlighted that (1) a motion is required to adopt the Memorandum of Understanding for each bargaining unit, and (2) a separate motion is required to determine whether to award a cost of living adjustment for the General Manager, effective at the same time as the bargaining units. He referred to the salary survey detailed in the report. A discussion on this topic was then conducted by the Board.

Chair Anderson opened the public comment; the following comments were directed to the Board:

- (1) Tom Rowley, referenced an article in the Carmel Pine Cone from former Congressman Representative Sam Farr on salaries of government agencies and merging all water districts into one organization. He suggested the Board read the article.

*No further comments were directed to the Board.*

On a motion by Director Edwards with a second by Director Paull, the Board adopted all three of the Memorandum of Understandings based on the salary survey results discussed on July 1, 2024, and the redline of the General Staff Memorandum of Agreement as it appears in Exhibit 11-A and which will be similar for all three units. The motion passed by a roll call vote of 7-Ayes (Oglesby, Paull, Eisenhart, Edwards, Riley, and Anderson) and 0-Noes.

On a motion by Director Edwards with a second by Director Adams, the Board agreed to grant the same 3% cost of living adjustment to the General Manager, consistent with the one approved for the three bargaining units. The motion passed by a roll call vote of 7-Ayes (Oglesby, Paull, Eisenhart, Edwards, Riley, and Anderson) and 0-Noes.

#### **INFORMATIONAL ITEMS/STAFF REPORTS:**

- 12. Report on Activity/Progress on Contracts Over \$25,000**
- 13. Status Report on Spending – Public’s Ownership of Monterey Water System**
- 14. Letters Received**
- 15. Committee Reports**
- 16. Monthly Allocation Report**
- 17. Water Conservation Program Report**
- 18. Carmel River Fishery Report for January 2024**
- 19. Monthly Water Supply and California American Water Production Report**

*These items were informational only and no action was taken. Copies of these reports are available at the District office and can be found on the District website.*

#### **ADJOURNMENT**

Chair Anderson adjourned the meeting at 8:11 PM.

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Sara Reyes, Deputy District Secretary

Minutes approved by the MPWMD Board of Directors on \_\_\_\_\_, 2024

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**ITEM: CONSENT CALENDAR****2. CONSIDER AUTHORIZING A CONTRACT WITH TM PROCESS & CONTROLS, INC. TO PROVIDE ASR WELL TURBIDITY CONTROL**

<b>Meeting Date:</b>	<b>August 19, 2024</b>	<b>Budgeted:</b>	<b>Yes</b>
<b>From:</b>	<b>David J. Stoldt General Manager</b>	<b>Program/ Line Item:</b>	<b>Water Supply Projects Project 1-2-1-A</b>
<b>Prepared By:</b>	<b>Maureen Hamilton</b>	<b>Cost Estimate:</b>	<b>\$57,749.00</b>

**General Counsel Review:** N/A**Committee Recommendation:** The Finance and Administration Committee reviewed this item on August 12, 2024 and recommended approval.**CEQA Compliance:** This action is a categoric exemption from CEQA under CEQA Guideline Section 15301 for minor alteration of existing facilities involving no expansion of use. District will prepare a NOE for this effort.

**SUMMARY:** On two separate occasions within the past 3 years ASR wells have needed rehabilitation due to turbidity excursions. Staff recommends adding turbidity control at the Santa Margarita site to automatically shutdown ASR injection upon detection of turbid injection water. The work would include design, materials, installation and programming, and start-up support.

Process control services are special professional services provided by engineering consultants due to technical complexity. Following a request for qualifications from local electrical and control engineering firms, staff selected TM Process and Controls, Inc. (TMPC) as the best qualified firm for the project. TMPC has been in business since 2015, has two offices in Northern California, works in the area, is highly recommended, and has 11 Chemical Engineers and 5 Electrical Engineers on staff.

The cost quotation exceeds the amount in the Turbidity Meter Emergency Shutoff budget line item; the balance of \$7,749.00 will be funded by the Small Projects Design line item under the same budget account and objective.

**RECOMMENDATION:** The Finance and Administration Committee recommends that the Board of Directors authorize the General Manager or his designee to enter into a contract with TM Process & Controls, Inc. in the amount of \$52,499.00 with a 10% contingency for a total not-to-exceed amount of \$57,749.00 to provide ASR well turbidity control.

**BACKGROUND:** On December 25, 2021 ASR4 well experienced significant plugging during injection, indicated by very high water levels. ASR4 was the only well in service; ASR1 and ASR2 were on standby to not interfere with the Pure Water Monterey tracer study, and ASR3 was being certified for use as a production well. ASR4 lost approximately 30% of its specific injection capacity and was rehabilitated.

On March 6, 2024 ASR1 and ASR2 wells experienced significant plugging during injection, also indicated by very high water levels. The wells lost approximately 30% of their specific injection capacities and are currently being rehabilitated.

Prior to the 2021 event, there are no documented findings of ASR well plugging due to injected water turbidity. Beginning around 2020 new infrastructure was brought on-line to increase system flexibility as water production shifted from the Carmel River to the Seaside Groundwater Basin. Infrastructure will continue to be added to the system as new water supply and production projects are brought on-line. Staff recommends continuous turbidity monitoring and control so that ASR injection is stopped should turbid water be detected.

The cost breakdown with local taxes and requested contingency is provided in the following table:

<b>Description</b>	<b>Quote</b>	<b>Tax Rate</b>	<b>Total</b>
Controls Engineering	\$10,792.00		\$10,792.00
Installation and Programming	\$12,018.00		\$12,018.00
Hardware and Materials	\$27,175.00	9.25%	\$29,689.00
<b>Subtotal</b>			\$52,499.00
Contingency	10.00%		\$ 5,250.00
<b>Total</b>			<b>\$57,749.00</b>

## **EXHIBIT**

### **2-A Draft Contract**

## **EXHIBIT 2-A**

### **AGREEMENT BETWEEN THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND TM PROCESS AND CONTROLS, INC. FOR PROFESSIONAL SERVICES TO PROVIDE PROCESS CONTROL SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Schaaf & Wheeler, 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 shown in **Exhibit B**, Work Schedule, and consistent with the professional skill and care ordinarily provided by engineering professionals practicing in the State of California under the same or similar circumstances.

#### **SECTION 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 C**.

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

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

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

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

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

Payments to Consultant for services rendered and expenses incurred under this Agreement shall not exceed \$52,498.00.

#### 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 B**, Work Schedule, MPWMD may, in its discretion, withhold an additional five percent (5%) of the fees which would otherwise be payable pursuant to the fee schedule set forth in Exhibit B. This amount may be increased to a maximum of 10% after sixty (60) calendar days of the date such work is due.

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

#### SECTION IV INSPECTION OF WORK

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

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

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of MPWMD.

Digital data used to generate tables, figures, diagrams, images, Geographical Information System (GIS), and Computer Aided Design (CAD) drawings shall be considered separate deliverables and shall be provided in the application's native format to MPWMD after acceptance by MPWMD of the final work product(s). Portable Document Format (PDF) files shall be delivered in a searchable format.

AutoCAD drawings shall be delivered in Portable Document Format (PDF). AutoCAD drawings in native format and compatible with AutoCAD LT shall be delivered upon MPWMD request.

Consultant may retain copies for Consultant's own use.

#### SECTION VI RESPONSIBILITIES

A. Consultant represents that Consultant has or will secure at Consultant's own expense all personnel, materials, and related services required to perform the services under this

Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over Consultant's employees and subcontractors, and shall determine the method of performing the services hereunder.

- B. Upon request, MPWMD shall provide Consultant with all relevant data and studies in its possession without charge. Consultant represents that Consultant is familiar with such materials provided by MPWMD and that they are sufficient to discharge MPWMD's obligation hereunder.
- C. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Services.
- D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.
- E. The officers, agents, and employees of MPWMD shall cooperate with Consultant in the performance of services under this agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge Consultant's obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD and California American Water, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, material men, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.
- G. The Consultant agrees to maintain backup files of work performed such that MPWMD drawings are secure and up-to-date.

#### SECTION VII INSURANCE

- A. Consultant shall obtain and keep insurance policies in full force and effect as shown in **Exhibit D**, Insurance Requirements.
- B. Consultant shall provide photocopies of Consultant's current Automobile insurance policy [or policies], including endorsements thereto, or current certificates of insurance in lieu thereof, to MPWMD.
- C. Consultant shall require any subcontractor to provide evidence of the same insurance coverages specified in VII.A.
- D. Consultant shall provide notice to MPWMD of any cancellation or material change in insurance coverage where MPWMD has been named as additional insured, such notice to

be delivered to the MPWMD in accord with Section XVI 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 C**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement.
- B. MPWMD reserves the right to specify individual employees, subcontractors or agents of Consultant who shall be assigned to perform the tasks specified in **Exhibit A**, Scope of Services. If, during the course of the work herein contemplated, there is a change such that the specified individual employees, subcontractors or agents are no longer assigned to the work described in this contract and/or are no longer affiliated with Consultant, Consultant shall immediately notify MPWMD in writing. Consultant shall assign the rights to this contract to another entity, if requested by MPWMD, as part of termination proceedings pursuant to Section IX, Termination.

#### SECTION IX TERMINATION

- A. MPWMD may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from MPWMD that this Agreement is terminated, Consultant shall submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which Consultant has not previously been compensated. Upon approval of this invoice by MPWMD, Consultant shall be paid from the sum found due after having applied the provisions of Section 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.

1. Apprentices. In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the rules and procedures of the California Apprenticeship Council, properly indentured apprentices shall be employed in the prosecution of the work. The number so employed shall be as set forth in the certificate issued by the appropriate joint apprenticeship committee unless a certificate of exemption has been issued by the Division of Apprenticeship Standards. Willful failure by Contractor to comply with said Section 1777.5 shall result in Contractor being denied the right to bid on a public works contract for a period of six months from the date the determination is made.

Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

#### SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

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

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

During the performance of this Agreement, Consultant and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and its contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the

California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

#### SECTION XII INTEREST OF CONSULTANT

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

#### SECTION XIII CONTINGENT FEES

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

#### SECTION XIV PREVAILING WAGES

Reference is hereby made to the wage scale established by the State Director of the Department of Industrial Relations which is hereby specified as the rate of prevailing wage to paid workers on this project, and the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770) of the Labor Code shall be complied with. A copy of the prevailing wage rates is on file and may be inspected at the District office.

It is further agreed that Contractor and any sub-contractor employed by Contractor shall verify each worker's right to live and work in the United States as stipulated in Section 121 of the U.S. Immigration Reform and Control Act (P.L. 99-603).

The Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime contractor shall post job site notices, as prescribed by regulation. Each contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, in the manner prescribed under Section 1771.4.

The Contractor shall provide a copy of its certified payroll upon request by the District Engineer. The District may investigate any discrepancies in actual payments to those required by the general prevailing rates determined by the State Director of the Department of Public Relations for the locality in which the work is performed.

The Contractor shall comply with Section 1776, Labor Code, by maintaining accurate and complete payroll records and making such records available for inspection. Subcontractors shall also comply with the Section 1776 provisions, but the prime responsibility for maintenance and availability of complete and accurate payroll records rests with Contractor.

## SECTION XV 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 XVI 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:           \_\_\_\_\_  
                               TJC and Associates, Inc.  
                               \_\_\_\_\_  
                               \_\_\_\_\_

## SECTION XVII AMENDMENTS

This Agreement together with **Exhibits A, B, C, D, and E** set 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 XVIII ATTACHMENTS

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

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

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

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**

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

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

**CONSULTANT**

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

**BY:**

**FEDERAL TAX IDENTIFICATION NUMBER:**

## EXHIBIT A – SCOPE OF WORK

### SCOPE OF WORK

This scope of work is intended to outline the tasks and objectives of the Turbidity Integration at ASR-1 & ASR-2 at MPWMD facility on Gen Jen Moore Road:

#### Controls Design

We will provide the controls design engineering services following the customer and any applicable standards to develop the requisite documentation for the work referenced including the following:

##### 1. Design Documentation

- 1.1. Controls Functional Description
- 1.2. Update Device & I/O list w/ scaling
- 1.3. Updated Electrical Drawings (Schematics)
- 1.4. Documented controller and operator interface (digital copies)
  - 1.4.1. Each tag will have symbol acronym with descriptive text
  - 1.4.2. Each logical section of code will be in separate Tasks/Programs/Routines

#### Control & Visualization Development

We will provide the existing Allen-Bradley Controller configuration and programming with Factory Talk View HMI Graphical Displays. Each Cla-Val solenoid will have Hand-Off-Auto (HOA) popup controls with turbidity process variable alarms (High/High-High) and historical trending following customer and applicable standards for the work referenced including the following:

##### 1. Cla-Val

- 1.1. (1) AIT – Turbidity Transmitter
- 1.2. (2) SV – Cla-Val (Solenoid Valve(s))

#### Electrical Installation

Provide all necessary electrical labor and materials to complete the installation of the new Hach control panel and devices.

### CLARIFICATIONS

- Expects that any equipment required but not listed will be provided by others.
- Excludes any and all permit fees not stated.
- Assumes that key personnel from the customer will be onsite to facilitate in the functional checkout procedures of the system.
- Excludes any mechanical installation and/or welding not stated.
- Expects that our work will be performed during business hours unless stated otherwise.
- Excludes taxes or permit fees.

## EXHIBIT B – WORK SCHEDULE

The scope of work is expected to be completed in 6 weeks. A firm schedule will be developed in approved format upon order acceptance.

Both ASR wells will be rehabilitated beginning June, 2024; start date will depend on the rehabilitation work.

DRAFT

### EXHIBIT C – BUDGET AND FEE SCHEDULE

The fee for the Scope of Work is detailed the following table:

Description	Price
<b>Controls Engineering (Non-Taxable)</b>	<b>\$ 10,792.00</b>
<b>Electrical Installation (Non-Taxable)</b>	<b>\$ 12,018.00</b>
<b>Hardware &amp; Materials (Taxable)</b>	<b>\$ 27,175.00</b>
<b>Total</b>	<b>\$ 49,985.00</b>

The fee schedule is as follows:

- 22% billed after design submittal
- 38% billed after material is delivered
- 30% billed after programming and testing is completed
- 10% billed after startup.
- Net due 30 days.
- 1.5% service charge per month will be charged after 30 days.

## EXHIBIT D – INSURANCE REQUIREMENTS

- I. Subgrantee shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A.  Professional Liability Errors & Omissions
  - B.  Workers Compensation and Employers Liability
  - C.  Automobile Liability - "Any Auto - Symbol 1"
  - D.  Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
  - E.  Owners & Contractors Protective
  - F.  Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$2,000,000. The procurement and maintenance by the Subgrantee of the policies required to be obtained and maintained by Subgrantee under this Agreement shall not relieve or satisfy Subgrantee's obligation to indemnify, defend and save harmless the District nor California American Water.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District and California American Water shall be listed as a certificate holders on the Subgrantee's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 60-day prior written notice of cancellation.
- IV. The District requires that all Subgrantees carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
    - 1.  Premises and Operations
    - 2.  Products and Completed Operations
    - 3.  Explosion Collapse and Underground
    - 4.  Broad Form Blanket Contractual
    - 5.  Broad Form Property Damage
    - 6.  Personal Injury, A, B & C
    - 7.  Employees named as Persons Insured
    - 8.  Protective and/or Contingent Liability (O&CP)
  - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees" and "California American Water, its officers, directors, agents and employees."
  - C. This policy shall contain a severability of interest clause or similar language to the following:
 

"The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons

included within the persons insured provision of the insurance against any other such person or organization.”

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

## EXHIBIT E – DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

**ITEM: CONSENT CALENDAR****3. CONSIDER RECOMMENDATION TO AUTHORIZE A LEASE FOR THREE PHOTOCOPY MACHINES**

<b>Meeting Date:</b>	<b>August 19, 2024</b>	<b>Budgeted:</b>	<b>Yes</b>
<b>From:</b>	<b>David J. Stoldt, General Manager</b>	<b>Program/ Line Item No.:</b>	<b>Services &amp; Supplies Equipment Lease</b>
<b>Prepared By:</b>	<b>Nishil Bali</b>	<b>Cost Estimate:</b>	<b>\$29,424 (Five-year contract) plus taxes</b>

**General Counsel Review: N/A****Committee Recommendation: The Finance and Administration Committee reviewed this item on August 12, 2024 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

**SUMMARY:** The District currently leases three Canon photocopy machines through a lease program with Kyocera/KBA Docusys, Inc. The current lease is set to mature in August 2024. District staff would like to enter into a new lease program for three new photocopy machines.

Staff proposes entering into a five-year lease for similar machines that the District currently uses, using a cooperative purchasing program through NASPO, which would result in savings of around \$20,000 compared to the current lease contract. This price is also much lower than that quoted by another local provider. National Association of State Procurement Officials (NASPO) is a cooperative purchasing program for public agencies that leverages the expertise of all states and provides competitively sourced contracts. The California public contract code allows cooperative agreements and multi-state contracts where participating states may join to achieve cost-effective and efficient acquisition of products and services. Section 2.6.3 of the District's purchasing policy allows the District to join other public jurisdictions in cooperative purchasing agreements or buy directly from a vendor at a price established by competitive bidding by other public jurisdiction or by a public cooperative purchasing program.

The District's current Canon photocopy machines are used for day-to-day copy, scanning, and fax needs, and have been reliable. The District pays a monthly cost of \$817.81 per month to lease three copiers under its current 5-year lease. By transitioning to a NASPO contract offered through Kyocera Document Solutions America, Inc., the District will pay \$490.40 per month instead, for leasing the same three copiers, for a five-year lease total of \$29,424 plus taxes. Staff solicited quotes from Ubeo Business Services (formerly Ray Morgan Company) for the same copiers and received a quote of \$865.13 per month for a five-year lease. Leasing copiers with Kyocera through the NASPO program offers the District best value for its copying and scanning needs at a very competitive price.

**RECOMMENDATION:** The Finance and Administration Committee recommends that the

Board authorize leasing three photocopy machines using NASPO Value Point Master Agreement 140599 through Kyocera Document Solutions America, Inc. at \$29,424 plus applicable taxes.

**EXHIBIT**

**3-A** Lease Contract with Kyocera Document Solutions America, Inc.

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Send Email Invoice To:

Fed Tax ID: 94-2535586

**Lease Agreement**

<b>LESSEE</b>	Full Legal Name	Monterey Peninsula Water Management District		Phone Number	831 658 5614	
	Billing Address	5 Harris Court Bldg. <sup>City</sup>	CA	93940	Attention to	NISHIL BALI
	NASPO VALUE POINT MASTER AGREEMENT: 140599				County	MONTEREY
Purchase Order Requisition Number						

<b>EQUIPMENT</b>	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)
	KYOCERA	MISC		3	SEE ATTACHED PURCHASE AGREEMENT

<b>PAYMENT INFORMATION</b>	Number of Lease Payments	Lease Payment	Plus Applicable Taxes	Term of Lease in Months	Payment Frequency:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other	
	60	\$490.40	Plus Applicable Taxes	60	End of Lease Option:	<input checked="" type="checkbox"/> FMV	<input type="checkbox"/> \$1	<input type="checkbox"/> Other	
	Lease Payment <input type="checkbox"/> includes / <input type="checkbox"/> does NOT include maintenance/service/supplies [check one]			Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other (EQUALS)	Total Payment Enclosed Plus Applicable Taxes
	Sales tax Exempt <input type="checkbox"/> Please provide valid certificate								

**1. Lease:** You (the "Lessee" "you" or "your") agree to lease from Kyocera Document Solutions America, Inc. (the "Lessor" and as supplier and manufacturer, the "Supplier", "we" or "our" or "us") the Equipment listed above and on any attached schedule (the "Lease"). Assignee is the Third Party leasing company billing and collecting in the name of the Lessor, allowed under NASPO ValuePoint Master Agreement Terms and Conditions, Section 4.5.5(a) ("Assignee") to which payments are assigned. If a payment is not made within 45 days of the due date, you will pay us a late charge of 1% of the payment but only to the extent permitted by law. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

**2. Term:** This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim except as specified in the NASPO ValuePoint Master Agreement Section 4.5.7(h)(i).

**3. Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

**4. Equipment Use, Maintenance and Warranties:** Assignee is not the Supplier of the Equipment and We or our Assignee are leasing the Equipment to you "AS-IS". WE or our Assignee MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We and our Assignee transfer to you any Supplier warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that the Assignee is not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Supplier. No one may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Supplier's inability to deliver such Service, under any circumstance, including, without limitation, such Supplier's financial condition or its inability to repair or service the equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

**5. Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent (which consent shall not be unreasonably withheld). You agree that we may not sell, assign, or transfer the Lease without notice to you, and if we do, the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

**6. Risk of Loss:** You are responsible for providing protection of the Equipment from damage, destruction or loss of any kind. If the Equipment is damaged, destroyed or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease.

**7. Taxes:** You agree to pay when due all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment unless a valid tax exempt certificate can be provided and is in full force and effect. If we are required to file and pay property tax, you agree to either (a) reimburse us for all personal property and other similar taxes and governmental charges associated with ownership, possession, or use of the Equipment when billed by jurisdictions; or (b) remit to us each billing period a pro-rated equivalent of such taxes and governmental charges not to exceed 0.363% of the cost of the Equipment per month as part of the Lease Payment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

**8. Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount within forty-five (45) days of when due; or b) you breach any other obligation under the Lease and this failure continues for forty-five (45) days after we notify you of default. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us and you agree to compensate us, not as a penalty, by paying, the sum of: (i) all past due and current Lease Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Lease Payments (or other periodic payments) and charges for the remainder of the term of such Lease, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Lease (or any renewal thereof); and with respect to any software) immediately terminate your right to use the software including the disabling (on-site or by remote communication) of any software; (ii) demand the immediate return and obtain possession of the software and re-license the software at a public or private sale; and/or (iii) cause the software supplier to terminate the software license, support and other services under the software license); (iv) charge you overdue account charges up to the maximum rate of one percent (1%) per month from the date of default until paid, but in no event more than the maximum rate permitted by law; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

**9. End of Lease, Return, Purchase Option, and Renewal:** Upon at least 60 days but not more than 90 days prior to the expiration of the initial lease term (or any renewal term), WE shall advise you of the end of the Lease term options available to you in writing (email will be sufficient for writing). Provided you have given thirty (30) days written notice, you shall exercise your option to i) purchase the Equipment, ii) renew the Lease on a month to month basis, or iii) return (or make available) the Equipment to us in good repair, condition and working order, ordinary wear and tear excepted. If you fail to notify us, you will immediately make the Equipment available to us, in good repair, condition and working order, ordinary wear and tear excepted. Should you decide to return the Equipment at the end of the contracted term, you will be provided return instructions and the Equipment will be returned to us at no expense to you.

**10. Miscellaneous:** You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. **This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of state of the Lessee. You consent to the non-exclusive jurisdiction, personal or otherwise, in any State or Federal Courts in such state and waive trial by jury.** You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder.

<b>LESSEE SIGNATURE</b>	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED / NOT NEW	
	Signature	Date
		24 July, 2024
	Title	Print Name
Legal Name of Corporation		

<b>LESSOR</b>	<b>Kyocera Document Solutions America, Inc.</b>	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
	Commencement Date	Lease Number
Accepted By:		

<b>ACCEPTANCE</b>	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature	Date	Print Name	Title

<b>GUARANTY</b>	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. <b>This guaranty is governed by and construed in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.</b>		
	Signature	Name of Guarantor	Date

19KY0C048V1



Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

- b. By signing below Contractor agrees to offer the same products/and or services as on the Colorado NASPO ValuePoint Master Agreement Number 140599, at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**LESSEE**

**CONTRACTOR**

Monterey Peninsula Water Management District

Kyocera Document Solutions  
America, Inc.

*Agency Name*

*Contractor Name*

*24 July, 2024*

*Authorized Signature*

*Date Signed*

*Authorized Signature*

*Date Signed*

*Printed Name/Title of Person Signing*

*Printed Name/Title of Person Signing*

225 Sand Road  
Fairfield, NJ 07004

**STATE OF CALIFORNIA LOCAL GOVERNMENT  
PARTICIPATING ADDENDUM FOR LEASES**

Copiers and Managed Print Services

Colorado NASPO ValuePoint Master Agreement Number 140599

**Kyocera Document Solutions America, Inc. (Contractor)**

This Participating Addendum is entered into as of 24 July, 2024 between Monterey Peninsula Water Management District (hereafter referred to as "Lessee" ) and Kyocera Document Solutions America, Inc. (hereafter referred to as "Contractor") under the lead state of Colorado NASPO ValuePoint Master Agreement Number 1140599.

**1. SCOPE**

- A. This Participating Addendum covers the lease of Copiers and Managed Print Services under the Colorado NASPO ValuePoint Master Agreement. The Colorado NASPO ValuePoint Master Agreement Number 140599 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 4 (Available Products and Services).

**2. TERM**

- A. The term of this Participating Addendum shall begin upon signature approval by the Lessee and will end July 31, 2024, or upon termination by the Lessee, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the Lessee and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

### **3. ORDER OF PRECEDENCE**

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) California Local Government Participating Addendum For Leases
- 2) California Participating Addendum Number 7-19-70-46-04
- 3) Colorado NASPO ValuePoint Master Agreement Number 140599
- 4) Colorado Solicitation RFP-NP-18-001 including all Addendums
- 5) Contractor's response to the Colorado Solicitation

### **4. AVAILABLE PRODUCTS AND SERVICES**

A. The following product and service offerings from the Colorado NASPO ValuePoint Master Agreement Number 140599 are allowed under this Participating Addendum:

- 1) Group A - A3 Multifunction Devices
- 2) Group B - A4 Multifunction Devices
- 3) Group D - Single-function Printers
- 4) Managed Print Services may be provided on Groups A – D. If the ordering agency owns the equipment, Managed Print Services may be provided on Groups E and F.

### **5. LEASING OPTIONS**

Equipment leases are subject to the Terms and Conditions as set forth in the NASPO ValuePoint Master Agreement, unless otherwise agreed to. To initiate a lease, Lessee may issue a Purchase Order ("PO") and reference the type of lease (FMV, Straight, or Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties. Each PO shall contain the following statement "This PO is subject to terms and conditions of the NASPO ValuePoint Master Agreement No. 140599 ("NASPO Master Agreement") and Local Government Participating Addendum for Leases between Contractor and Lessee dated \_\_24 July, 2024\_\_ ("Participating Addendum").

The form of the Schedule and related leasing documents are attached as Exhibit A to this Participating Addendum. Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement of lease incorporating all of the terms of the Master Lease Agreement attached to the NASPO Master Agreement as Attachment A ("MLA"). Each Schedule or PO, as applicable, together with the MLA and this Section 6.C(b) constitutes the entire agreement of the parties thereto with respect to the subject matter thereof; provided, however, that in the event of any conflict between a Lease and Sections 4.5.4 through 4.5.7 and 4.10.1 through 4.10.6 of the NASPO Master Agreement, the NASPO ValuePoint Master Agreement shall control and in the event of any conflict between a Schedule or PO, as applicable, and the MLA, the Schedule or PO shall

control. In the event of a conflict between the NASPO Master Agreement and this Participating Addendum, the terms of this Participating Addendum will control. No modification or amendment to any Lease shall be binding upon the parties thereto unless the same is in writing and signed by such parties. For the avoidance of doubt, standard PO terms and conditions attached to, included in or incorporated into a PO do not constitute part of any Lease.

Assignment: Contractor may assign, solely for financing purposes, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 140599 or this Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the Lessee entity.

All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or their Authorized Dealer, and all contractual obligations shall remain with the Contractor.

End of Term Notification: Contractor must notify Lessee, in writing, of its End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of lease agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If Lessee desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Lessee fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged

## **7. PRICING**

Contractor is responsible for maintaining a current Price List of available products and services on the NASPO ValuePoint Copiers and Managed Print Services website.

## **8. CONTRACTOR SUPPLEMENTAL DOCUMENTS**

Pursuant to the terms and conditions incorporated into this Participating Addendum, Contractor Supplemental Documents attached to the Colorado NASPO ValuePoint Master Agreement as Attachment A through Attachment J, shall be negotiated to the mutual agreement of the Contractor and Lessee and attached to the purchase/contract document.

## **9. AUTHORIZED RESELLERS**

- a. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
  - i. Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products offered under this Participating Addendum.
  - ii. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
  - iii. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- b. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- c. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- d. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.
- e. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- f. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

## **10. SUBCONTRACTORS**

- a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Lessee and any subcontractors, and no

**Participating Addendum 7-19-70-46-04**

subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Lessee for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the Lessee's obligation to make payments to the Contractor.

- b. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration, GSPD-05-105, provided to ordering agencies at the time an order is quoted.
- c. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- d. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

**11. DELIVERY**

- a. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- b. F.O.B. (Free On Board) Destination

**12. INVOICING AND PAYMENT**

- a. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government code Section 927 et.seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed sales or service invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed sales or service invoice, whichever is later. Invoices for lease payments shall be paid at net forty-five (45) days from invoice date.
- b. Invoices shall be sent to the address identified in the Lessee's purchase order. The State Participating Addendum Number and ordering agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

- c. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

**13. CONTRACT MANAGEMENT**

- a. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

<b>Contractor</b>	<b>Contract Manager</b>
Name:	Joe Dolce
Phone:	(973) 882-6085
Email	joseph.dolce@da.kyocera.com
Address:	Kyocera Document Solutions America, Inc. 225 Sand Road Fairfield, NJ 07004

- b. The Lessee Contract Administrator for this Participating Addendum shall be as follows:

<b>State</b>	<b>Contract Administrator</b>
Name:	
Phone:	
Email	
Address:	

- c. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

**14. TERMINATION OF AGREEMENT**

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination

**Participating Addendum 7-19-70-46-04**

becoming effective. Termination of this Participating Addendum shall not affect any existing leases at the time of termination, which existing leases shall survive in accordance with their stated term.

**15. AMENDMENT**

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

**16. AGREEMENT**

- a. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the Lessee and Contractor with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master





**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT  
TREASURER'S REPORT FOR JUNE 2024**

<u>Description</u>	<u>Checking</u>	<u>MPWMD Money Market</u>	<u>L.A.I.F.</u>	<u>Multi-Bank Securities*</u>	<u>MPWMD Total</u>	<u>PB Reclamation Money Market</u>
<b>Beginning Balance</b>	\$27,879.55	\$6,338,763.75	\$12,466,490.61	\$9,028,282.05	\$27,861,415.96	\$249,518.88
Fees/Deposits		5,188,668.23			5,188,668.23	187,647.84
MoCo Tax & WS Chg Installment Pymt					0.00	
Interest Received				18,985.82	18,985.82	
Transfer - Checking/LAIF					0.00	
Transfer - Money Market/LAIF					0.00	
Transfer - Money Market/Checking	4,000,000.00	(4,000,000.00)			0.00	
Transfer - Money Market/Multi-Bank					0.00	
Transfer to CAWD					0.00	(249,000.00)
Voided Checks					0.00	
Bank Corrections/Reversals/Errors					0.00	
Bank Charges/Other	-				0.00	
Credit Card Fees	(649.01)				(649.01)	
Returned Deposits	-				0.00	
Payroll Tax/Benefit Deposits	(112,173.13)				(112,173.13)	
Payroll Checks/Direct Deposits	(150,959.61)				(150,959.61)	
General Checks	(452,766.53)				(452,766.53)	
Rebate Payments	(19,807.98)				(19,807.98)	
Bank Draft Payments	(3,901.52)				(3,901.52)	
AP Automation Payments	(1,521,324.29)				(1,521,324.29)	
<b>Ending Balance</b>	<b>\$1,766,297.48</b>	<b>\$7,527,431.98</b>	<b>\$12,466,490.61</b>	<b>\$9,047,267.87</b>	<b>\$30,807,487.94</b>	<b>\$188,166.72</b>

\* Fixed Income investments are reported at face value



EXHIBIT 4-B

Check Report

By Check Number

Date Range: 06/01/2024 - 06/30/2024



Monterey Peninsula Water Management District

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APBNK</b>	<b>-Bank of America Checking</b>					
01002	Monterey County Clerk	06/10/2024	Regular	0.00	50.00	40843
00274	Monterey One Water (Grant)	06/10/2024	Regular	0.00	32,841.59	40844
00274	Monterey One Water (Grant)	06/10/2024	Regular	0.00	413,432.41	40845
26080	Nishil Bali (Brd approved moving costs)	06/10/2024	Regular	0.00	5,000.00	40846
00252	Cal-Am Water	06/17/2024	Regular	0.00	550.33	40848
04368	Charles Brooks dba Alan's Auto Glass	06/17/2024	Regular	0.00	392.20	40849
12595	Monterey County Assessor	06/17/2024	Regular	0.00	500.00	40850
12601	Carmel Valley Ace Hardware	06/10/2024	Virtual Payment	0.00	33.93	APA004839
00028	Colantuono, Highsmith, & Whatley, PC	06/10/2024	Virtual Payment	0.00	394.08	APA004840
21199	G3, Green Gardens Group, LLC	06/10/2024	Virtual Payment	0.00	1,750.00	APA004841
12655	Graphicsmiths	06/10/2024	Virtual Payment	0.00	75.00	APA004842
00094	John Arriaga	06/10/2024	Virtual Payment	0.00	3,400.00	APA004843
13431	Lynx Technologies, Inc	06/10/2024	Virtual Payment	0.00	3,975.00	APA004844
00222	M.J. Murphy	06/10/2024	Virtual Payment	0.00	58.91	APA004845
00259	Marina Coast Water District	06/10/2024	Virtual Payment	0.00	570.54	APA004846
00259	Marina Coast Water District Monterey	06/10/2024	Virtual Payment	0.00	2,677.16	APA004847
00756	Bay Air Resources District Monterey	06/10/2024	Virtual Payment	0.00	387.00	APA004848
16182	County Weekly	06/10/2024	Virtual Payment	0.00	970.00	APA004849
00274	Monterey One Water	06/10/2024	Virtual Payment	0.00	1,481,820.23	APA004850
22201	Montgomery & Associates	06/10/2024	Virtual Payment	0.00	1,678.50	APA004851
00251	Rick Dickhaut	06/10/2024	Virtual Payment	0.00	556.00	APA004852
04359	The Carmel Pine Cone	06/10/2024	Virtual Payment	0.00	726.00	APA004853
17965	The Maynard Group	06/10/2024	Virtual Payment	0.00	1,810.62	APA004854
00767	AFLAC	06/17/2024	Virtual Payment	0.00	612.90	APA004914
01188	Alhambra	06/17/2024	Virtual Payment	0.00	176.06	APA004915
00760	Andy Bell	06/17/2024	Virtual Payment	0.00	14.00	APA004916
12601	Carmel Valley Ace Hardware	06/17/2024	Virtual Payment	0.00	37.79	APA004917
26677	David Federico	06/17/2024	Virtual Payment	0.00	25.00	APA004918
21458	Gobel Framing Inc	06/17/2024	Virtual Payment	0.00	272.95	APA004919
12655	Graphicsmiths	06/17/2024	Virtual Payment	0.00	174.00	APA004920
02833	Greg James	06/17/2024	Virtual Payment	0.00	1,413.12	APA004921
05830	Larry Hampson	06/17/2024	Virtual Payment	0.00	1,413.12	APA004922
00222	M.J. Murphy	06/17/2024	Virtual Payment	0.00	82.85	APA004923
04715	Matthew Lyons	06/17/2024	Virtual Payment	0.00	347.71	APA004924
00118	MB Carpet & Janitorial Inc.	06/17/2024	Virtual Payment	0.00	1,260.00	APA004925
00242	MBAS	06/17/2024	Virtual Payment	0.00	559.00	APA004926
09129	Monterey County Hospitality Association (MCH)	06/17/2024	Virtual Payment	0.00	475.00	APA004927
16182	Monterey County Weekly	06/17/2024	Virtual Payment	0.00	970.00	APA004928
00274	Monterey One Water	06/17/2024	Virtual Payment	0.00	250.51	APA004929
13396	Navia Benefit Solutions, Inc.	06/17/2024	Virtual Payment	0.00	200.00	APA004930
19100	Norton Rose Fulbright	06/17/2024	Virtual Payment	0.00	5,096.00	APA004931
00154	Peninsula Messenger Service	06/17/2024	Virtual Payment	0.00	254.00	APA004932
00755	Peninsula Welding Supply, Inc.	06/17/2024	Virtual Payment	0.00	64.50	APA004933
00262	Pure H2O	06/17/2024	Virtual Payment	0.00	65.54	APA004934
24871	Radiant Landscaping Inc.	06/17/2024	Virtual Payment	0.00	1,785.00	APA004935
00024	Three Amigos Pest Control DBA Central Coast E	06/17/2024	Virtual Payment	0.00	104.00	APA004936
21876	Timothy G. Scarpa	06/17/2024	Virtual Payment	0.00	377.75	APA004937
04366	Tom Lindberg	06/17/2024	Virtual Payment	0.00	1,151.30	APA004938
00271	UPEC, Local 792	06/17/2024	Virtual Payment	0.00	1,212.00	APA004939
23550	WellmanAD	06/17/2024	Virtual Payment	0.00	1,150.00	APA004940
20230	Zoom Video Communications Inc	06/17/2024	Virtual Payment	0.00	940.64	APA004941
18737	U.S. Bank Equipment Finance	06/06/2024	Bank Draft	0.00	871.81	DFT0003325
00766	Standard Insurance Company	06/03/2024	Bank Draft	0.00	1,486.99	DFT0003326
00266	I.R.S.	06/14/2024	Bank Draft	0.00	12,596.09	DFT0003327

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00266	I.R.S.	06/14/2024	Bank Draft	0.00	3,066.20	DFT0003328
00267	Employment Development Dept.	06/14/2024	Bank Draft	0.00	5,187.76	DFT0003329
00266	I.R.S.	06/14/2024	Bank Draft	0.00	71.94	DFT0003330
00266	I.R.S.	06/14/2024	Bank Draft	0.00	7.92	DFT0003331
00266	I.R.S.	06/14/2024	Bank Draft	0.00	101.80	DFT0003332
00266	I.R.S.	06/14/2024	Bank Draft	0.00	435.24	DFT0003333
00277	Home Depot Credit Services	06/14/2024	Bank Draft	0.00	89.06	DFT0003334
00221	Verizon Wireless	06/14/2024	Bank Draft	0.00	1,306.69	DFT0003335
00252	Cal-Am Water	06/14/2024	Bank Draft	0.00	196.35	DFT0003336
18163	Wex Bank	06/14/2024	Bank Draft	0.00	1,394.24	DFT0003337
07627	Purchase Power	06/18/2024	Bank Draft	0.00	43.37	DFT0003338
00266	I.R.S.	06/28/2024	Bank Draft	0.00	12,820.66	DFT0003339
00266	I.R.S.	06/28/2024	Bank Draft	0.00	3,132.90	DFT0003340
00267	Employment Development Dept.	06/28/2024	Bank Draft	0.00	5,247.99	DFT0003341
00266	I.R.S.	06/28/2024	Bank Draft	0.00	367.44	DFT0003342
00769	Laborers Trust Fund of Northern CA	06/11/2024	Bank Draft	0.00	38,525.00	DFT0003358
00256	PERS Retirement	06/07/2024	Bank Draft	0.00	19,021.92	DFT0003363
00768	MissionSquare Retirement- 302617	06/05/2024	Bank Draft	0.00	5,068.64	DFT0003364
00768	MissionSquare Retirement- 302617	06/14/2024	Bank Draft	0.00	5,034.66	DFT0003374

Payment Type	Bank Code APBNK		Summary	
	Payable Count	Payment Count	Discount	Payment
Regular Checks	7	7	0.00	452,766.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	26	22	0.00	116,074.67
EFT's	0	0	0.00	0.00
Virtual Payments	48	44	0.00	1,521,367.71
	<b>81</b>	<b>73</b>	<b>0.00</b>	<b>2,090,208.91</b>

## Check Report

Date Range: 06/01/2024 - 06/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: REBATES-02-Rebates: Use Only For Rebates</b>						
27110	Alan Murdoch	06/13/2024	Virtual Payment	0.00	500.00	APA004855
27136	Allan Bates	06/13/2024	Virtual Payment	0.00	75.00	APA004856
27089	Anita E Freel	06/13/2024	Virtual Payment	0.00	500.00	APA004857
27130	Bruce Mehringer	06/13/2024	Virtual Payment	0.00	75.00	APA004858
27111	Carol Rossi	06/13/2024	Virtual Payment	0.00	500.00	APA004859
22272	Carter Fries	06/13/2024	Virtual Payment	0.00	75.00	APA004860
27128	Catherine Hambley	06/13/2024	Virtual Payment	0.00	199.00	APA004861
18796	Charles Hills	06/13/2024	Virtual Payment	0.00	150.00	APA004862
27104	Cyndy Davis	06/13/2024	Virtual Payment	0.00	500.00	APA004863
26149	Dana Hitchcock	06/13/2024	Virtual Payment	0.00	650.00	APA004864
27122	Daniel Rico	06/13/2024	Virtual Payment	0.00	125.00	APA004865
27109	David Howarth	06/13/2024	Virtual Payment	0.00	500.00	APA004866
27107	Deanna Ross	06/13/2024	Virtual Payment	0.00	500.00	APA004867
27099	Debra Heisel	06/13/2024	Virtual Payment	0.00	500.00	APA004868
26459	Douglas Harris	06/13/2024	Virtual Payment	0.00	125.00	APA004869
26732	Eric Abma	06/13/2024	Virtual Payment	0.00	1,124.99	APA004870
27127	Evynn LaValley	06/13/2024	Virtual Payment	0.00	400.00	APA004871
27093	Geraldine De Rusoi	06/13/2024	Virtual Payment	0.00	500.00	APA004872
27102	Greg Demaagd	06/13/2024	Virtual Payment	0.00	500.00	APA004873
27092	Harimah Wuamett	06/13/2024	Virtual Payment	0.00	500.00	APA004874
09115	JESSE FEBUS	06/13/2024	Virtual Payment	0.00	500.00	APA004875
27125	Jill Houlette	06/13/2024	Virtual Payment	0.00	120.00	APA004876
27091	John Ficarra	06/13/2024	Virtual Payment	0.00	500.00	APA004877
27114	John Maroney	06/13/2024	Virtual Payment	0.00	125.00	APA004878
27096	Julie Vogado	06/13/2024	Virtual Payment	0.00	500.00	APA004879
27134	Kathryn Loomis	06/13/2024	Virtual Payment	0.00	75.00	APA004880
27129	Leigh Cecka	06/13/2024	Virtual Payment	0.00	124.00	APA004881
27100	Linda Gutierrez	06/13/2024	Virtual Payment	0.00	500.00	APA004882
27117	Lori Rieser	06/13/2024	Virtual Payment	0.00	125.00	APA004883
19263	Mark Wilby	06/13/2024	Virtual Payment	0.00	114.99	APA004884
27135	Martin Dehmler	06/13/2024	Virtual Payment	0.00	75.00	APA004885
27095	Mary Homami	06/13/2024	Virtual Payment	0.00	500.00	APA004886
27101	Matthew Herman	06/13/2024	Virtual Payment	0.00	500.00	APA004887
27124	Melodie Usher	06/13/2024	Virtual Payment	0.00	200.00	APA004888
27123	Michael Wolf	06/13/2024	Virtual Payment	0.00	125.00	APA004889
27137	Nina Miller	06/13/2024	Virtual Payment	0.00	125.00	APA004890
27118	Ousama Akkad	06/13/2024	Virtual Payment	0.00	125.00	APA004891
26039	Pam George	06/13/2024	Virtual Payment	0.00	125.00	APA004892
27126	Patrick V Duffy	06/13/2024	Virtual Payment	0.00	200.00	APA004893
21992	Randall Jackson	06/13/2024	Virtual Payment	0.00	75.00	APA004894
27131	Richard A Medoza	06/13/2024	Virtual Payment	0.00	75.00	APA004895
27090	Richard Grinold	06/13/2024	Virtual Payment	0.00	625.00	APA004896
27119	Richard Saunders	06/13/2024	Virtual Payment	0.00	125.00	APA004897
26622	Richard Simms	06/13/2024	Virtual Payment	0.00	875.00	APA004898
27133	Robert E Ball	06/13/2024	Virtual Payment	0.00	225.00	APA004899
27088	Robin DeFilippi	06/13/2024	Virtual Payment	0.00	500.00	APA004900
27105	Rufus Bates	06/13/2024	Virtual Payment	0.00	500.00	APA004901
27098	Sal Mineo	06/13/2024	Virtual Payment	0.00	500.00	APA004902
27094	Samuel Rametta	06/13/2024	Virtual Payment	0.00	500.00	APA004903
27106	Sarda Desmond	06/13/2024	Virtual Payment	0.00	500.00	APA004904
27113	Scott Fradin	06/13/2024	Virtual Payment	0.00	125.00	APA004905
27116	Sidjai Hongmanee	06/13/2024	Virtual Payment	0.00	500.00	APA004906
27103	Stefano Billante	06/13/2024	Virtual Payment	0.00	500.00	APA004907
27120	Susanne Nowak	06/13/2024	Virtual Payment	0.00	125.00	APA004908
27115	Theodore Koike	06/13/2024	Virtual Payment	0.00	125.00	APA004909
27121	Woodworth B Clum III	06/13/2024	Virtual Payment	0.00	125.00	APA004910
27097	Yelena Clark	06/13/2024	Virtual Payment	0.00	500.00	APA004911
27108	Yoon Seok Lee	06/13/2024	Virtual Payment	0.00	500.00	APA004912

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
27132	Young Koh	06/13/2024	Virtual Payment	0.00	150.00	APA004913

Bank Code REBATES-02 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	60	59	0.00	19,807.98
	<b>60</b>	<b>59</b>	<b>0.00</b>	<b>19,807.98</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	7	7	0.00	452,766.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	26	22	0.00	116,074.67
EFT's	0	0	0.00	0.00
Virtual Payments	108	103	0.00	1,541,175.69
	<b>141</b>	<b>132</b>	<b>0.00</b>	<b>2,110,016.89</b>

### Fund Summary

Fund	Name	Period	Amount
99	POOL CASH FUND	6/2024	2,110,016.89
			<b>2,110,016.89</b>





**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**FOR THE MONTH JUNE 30, 2024**

	<u>Mitigation</u>	<u>Conservation</u>	<u>Water Supply</u>	<u>Current Period Activity</u>	<u>Current FY Year-to-Date Actual</u>	<u>Current FY Annual Budget</u>	<u>Prior FY Year-to-Date Actual</u>
<b>REVENUES</b>							
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ 2,675,611	\$ 2,600,000	\$ 2,578,805
Water supply charge			-	-	3,288,908	3,400,000	3,394,345
User fees	315,092	121,260	73,491	509,843	6,187,050	6,000,000	6,361,569
PWM Water Sales			-	-	13,275,501	13,275,500	12,201,000
Capacity fees			13,159	13,159	1,372,615	500,000	409,101
Permit fees	-	17,096		17,096	234,408	1,273,000	211,649
Investment income				18,986	455,557	150,000	162,465
Miscellaneous	41,158	39,911	43,653	124,723	133,805	15,000	14,808
<b>Sub-total district revenues</b>	<b>356,251</b>	<b>178,268</b>	<b>130,303</b>	<b>683,807</b>	<b>27,623,455</b>	<b>27,213,500</b>	<b>25,333,741</b>
Project reimbursements	-	17,384	-	17,384	788,851	1,251,200	2,198,122
Legal fee reimbursements		450		450	14,520	16,000	4,800
Grants	42,043	-	819,674	861,717	1,554,860	10,840,000	458,949
Recording fees		5,060		5,060	58,520	85,000	27,291
<b>Sub-total reimbursements</b>	<b>42,043</b>	<b>22,894</b>	<b>819,674</b>	<b>884,611</b>	<b>2,416,751</b>	<b>12,192,200</b>	<b>2,689,163</b>
From Reserves	-	-	-	-	-	2,067,550	947,000
<b>Total revenues</b>	<b>398,293</b>	<b>201,162</b>	<b>949,977</b>	<b>1,568,417</b>	<b>30,040,207</b>	<b>41,473,250</b>	<b>28,969,904</b>
<b>EXPENDITURES</b>							
Personnel:							
Salaries	93,381	60,647	118,585	272,614	3,033,406	3,147,800	2,818,717
Retirement	9,349	6,530	12,413	28,292	790,329	820,700	(205,649)
Unemployment Compensation	-	-	-	-	-	10,100	-
Auto Allowance	115	115	346	577	6,000	6,000	6,023
Deferred Compensation	206	206	619	1,031	10,923	10,700	10,039
Temporary Personnel	-	-	-	-	14,877	10,000	6,264
Workers Comp. Ins.	3,820	331	2,651	6,802	76,838	56,600	74,712
Employee Insurance	22,239	15,787	23,821	61,847	584,333	583,700	541,085
Medicare & FICA Taxes	1,429	957	1,872	4,258	45,504	49,500	46,762
Personnel Recruitment	1,650	1,600	1,750	5,000	7,084	8,000	513
Other benefits	66	64	70	200	5,329	2,000	1,878
Staff Development	139	134	147	420	8,110	26,400	9,632
<b>Sub-total personnel costs</b>	<b>132,395</b>	<b>86,372</b>	<b>162,274</b>	<b>381,041</b>	<b>4,582,732</b>	<b>4,731,500</b>	<b>3,309,975</b>
Services & Supplies:							
Board Member Comp	668	668	689	2,025	28,350	37,000	34,425
Board Expenses	88	85	93	266	9,988	8,000	7,479
Rent	587	157	597	1,341	22,967	26,300	24,200
Utilities	1,192	1,155	1,264	3,611	39,962	33,200	34,115
Telephone	1,203	893	725	2,821	55,234	47,000	48,941
Facility Maintenance	3,530	3,423	3,744	10,698	62,575	55,100	53,881
Bank Charges	214	208	227	649	11,478	25,100	14,961
Office Supplies	748	1,115	793	2,656	21,097	24,200	37,388
Courier Expense	225	218	239	682	7,847	7,600	8,215
Postage & Shipping	-	-	-	-	4,632	7,500	6,099
Equipment Lease	357	227	288	872	11,673	13,100	12,066
Equip. Repairs & Maintenance	-	-	-	-	6,106	5,100	4,555
Printing/Duplicating/Binding	-	-	-	-	1,335	-	2
IT Supplies/Services	3,989	3,868	4,231	12,088	293,182	280,000	297,784
Operating Supplies	143	1,654	64	1,861	24,030	21,200	7,476
Legal Services	6,863	7,766	26,324	40,954	366,457	400,000	375,175
Professional Fees	4,084	3,960	4,331	12,375	353,495	455,100	290,401
Transportation	2,722	241	1,419	4,383	40,520	31,000	33,285



**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**  
 STATEMENT OF REVENUES AND EXPENDITURES  
 FOR THE MONTH JUNE 30, 2024

	Mitigation	Conservation	Water Supply	Current Period Activity	Current FY Year-to-Date Actual	Current FY Annual Budget	Prior FY Year-to-Date Actual
Travel	-	-	-	-	8,723	19,500	19,201
Meeting Expenses	1,342	1,406	1,318	4,067	17,326	19,800	20,032
Insurance	7,507	7,962	7,280	22,750	273,526	273,000	174,363
Legal Notices	-	-	-	-	-	2,600	520
Membership Dues	157	152	166	475	40,580	41,200	48,883
Public Outreach	116	112	123	350	3,455	3,100	1,095
Assessors Administration Fee	-	-	-	-	20,893	34,000	32,790
Miscellaneous	126	122	209	457	845	3,200	663
<b>Sub-total services &amp; supplies costs</b>	<b>35,862</b>	<b>35,395</b>	<b>54,123</b>	<b>125,380</b>	<b>1,726,273</b>	<b>1,872,900</b>	<b>1,587,992</b>
Project expenditures	10,764	25,211	873,667	909,642	16,778,085	30,470,958	18,637,791
Fixed assets	1,944	1,885	2,062	5,890	86,591	246,000	348,311
Contingencies	-	-	-	-	-	50,536	-
Election costs	-	-	-	-	-	-	-
Debt service: Principal	-	-	-	-	-	-	-
Debt service: Interest	-	-	-	-	-	-	134,771
Flood drought reserve	171,056	-	-	171,056	171,056	171,056	250,000
Capital equipment reserve	88,850	29,100	212,350	330,300	330,300	330,300	408,500
Water Supply Charge Reserve	-	-	-	-	3,288,908	3,400,000	-
Debt Reserve	-	-	-	-	-	-	-
Pension reserve	34,000	30,000	36,000	100,000	100,000	100,000	100,000
OPEB reserve	34,000	30,000	36,000	100,000	100,000	100,000	100,000
<b>Sub-total other</b>	<b>340,613</b>	<b>116,196</b>	<b>1,160,079</b>	<b>1,616,888</b>	<b>20,854,940</b>	<b>34,868,850</b>	<b>19,979,373</b>
<b>Total expenditures</b>	<b>508,870</b>	<b>237,963</b>	<b>1,376,475</b>	<b>2,123,309</b>	<b>27,163,945</b>	<b>41,473,250</b>	<b>24,877,340</b>
<b>Excess (Deficiency) of revenues over expenditures</b>	<b>\$ (110,577)</b>	<b>\$ (36,801)</b>	<b>\$ (426,499)</b>	<b>\$ (554,891)</b>	<b>\$ 2,876,262</b>	<b>\$ -</b>	<b>\$ 4,092,564</b>

**ITEM: CONSENT CALENDAR****5. CONSIDER APPROVAL OF 2024 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, 2024                      **Budgeted:** N/A

**From:** David J. Stoldt,  
General Manager                      **Program/** Aquatic Resources and  
**Line Item No.:** Hydrologic Monitoring 2

**Prepared By:** Thomas Christensen and  
Jon Lear                      **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 22, 2024, to negotiate the terms and conditions for the 2024 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.

Based on current storage conditions and expected reservoir inflows, it was agreed that Cal-Am shall make water releases into the Carmel River channel below Los Padres Reservoir beginning July 24, 2024, as follows measured at the District's Below Los Padres Gage:

<b>Date Range 2024</b>	<b>Flow in Cubic Feet per Second</b>
July 24 – August 31	11 cfs
September 1- October 20	10 cfs
October 21-November 15	9 cfs
November 16 – November 30	8 cfs
December 1 – December 30	7 cfs

When winter returns, Los Padres Reservoir will refill as the natural base flow increases and flows resume going over the spillway.

Cal-Am ceased diversions from its wells upstream of the Narrows on July 10, 2024, 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 2024 MOA is included as **Exhibit 5-A**.

**RECOMMENDATION:** Staff recommends that the Board approve the 2024 MOA and direct the General Manager to sign the agreement.

**BACKGROUND:** The projected monthly inflows to Los Padres Reservoir are derived from many years of above Los Padres Reservoir streamflow measurements. These inflows are then incorporated into a spreadsheet that uses the continuity equation to track stage, evaporation, and release. The parties will continue to monitor reservoir stage and release throughout the year and may meet either in September or October to reconsider whether or not any further modifications are needed.

To maximize the instream flow benefits from the proposed releases, the 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 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.

The proposed MOA may be modified by mutual consent of all the parties and will be monitored weekly by representatives of the three parties.

**IMPACT ON STAFF AND FISCAL RESOURCES:** It is anticipated that flows in the lower river will slowly drop. Staff are monitoring flows for possible fish rescue efforts.

## **EXHIBITS**

- 5-A** Draft 2024 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

## **EXHIBIT 5-A**

### **2024 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 22nd day of July 2024, 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 1000 feet above mean sea level, or 378 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 migration 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 July 24, 2024 as follows: Cal-Am shall maintain 11.0 cubic feet per second (cfs) as measured at the District's Below Los Padres Gage until August 31, 2024. Then Cal-Am shall follow the schedule below. Small adjustments may be made as real-time data becomes available towards the end of summer.

<b>Date Range 2024</b>	<b>Flow in Cubic Feet per Second</b>
September 1- October 20	10 cfs
October 21-November 15	9 cfs
November 16 – November 30	8 cfs
December 1 – December 30	7 cfs

4. 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.

5. 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 A** hereto). Cal-Am shall notify the District and the Department of its maintenance pumping schedule in advance.

6. 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.

7. Cal-Am shall notify the District and the Department when the water elevation reaches 1005 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.

8. 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**

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

#### **ALL PARTIES**

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

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

**EFFECTIVE DATE AND TERM OF AGREEMENT**

12. This Agreement is effective July 22, 2024 and shall remain in force until January 31, 2025. 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

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.



**EXHIBIT 5-B**

Anticipated Maintenance & Water Quality Pumping Schedule 2024												
Wells	January	February	March	April	May	June	July	August	September	October	November	December
Scarlett Well No. 8	Destroyed											
Los Laureles Well No. 5	9	6	5	9	7	11	2	6	3	1	5	3
Los Laureles Well No. 6	10	7	6	10	8	12	3	7	4	2	6	4
Garzas Well No. 3	8 & 9	5 & 6	4 & 5	1 & 2	6 & 7	3 & 4	8 & 9	5 & 6	9 & 10	7 & 8	11 & 12	2 & 3
Garzas Well No. 4	10 & 11	7 & 8	6 & 7	3 & 4	8 & 9	5 & 6	10 & 11	7 & 8	11 & 12	9 & 10	13 & 14	4 & 5
Panetta Well No. 1	8 & 9	5 & 6	4 & 5	1 & 2	6 & 7	3 & 4	8 & 9	5 & 6	9 & 10	7 & 8	11 & 12	2 & 3
Panetta Well No. 2	10 & 11	7 & 8	6 & 7	3 & 4	8 & 9	5 & 6	10 & 11	7 & 8	11 & 12	9 & 10	13 & 14	4 & 5
Robles Well No. 3	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.												
<b>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. )</b>												







**EXHIBIT 7-A****Summary of Status of 2024 District Strategic Goals**

Goal Area	Status
<p><b>Goal #1: Continue planning and implementation for protecting and increasing water supply</b></p> <p><i>Objectives:</i></p> <ul style="list-style-type: none"> <li>• Partner with Monterey One Water to ensure completion and funding of Pure Water Monterey Expansion in 2025.</li> <li>• Allocate of a portion new supply to the jurisdictions by end of 2024.</li> <li>• Engage State Water Board on lifting of Cease and Desist Order (CDO) &amp; moratorium on new meters beginning by January 2025.</li> <li>• Engage more with Marina Coast Water District and Watermaster on Seaside Basin issues.</li> <li>• Maintain focus on long-term supply and demand issues to inform additional water supply needs.</li> </ul>	<ul style="list-style-type: none"> <li>• In Progress</li> </ul>
<p><b>Goal #2: Implementation of the public’s ownership of Monterey Water System as directed by the voters</b></p> <p><i>Objectives:</i></p> <ul style="list-style-type: none"> <li>• Pursue “bench trial” on the public “right to take”, including discovery and due diligence.</li> <li>• Expand public outreach, including press releases upon milestones; regular updates from District Counsel.</li> <li>• Contingency and mitigation planning if “right to take” proceeding is interrupted.</li> <li>• Plan for financing, rates, staffing, and operations.</li> </ul>	<ul style="list-style-type: none"> <li>• In progress</li> <li>• √ Accomplished</li> <li>• √ Accomplished</li> <li>• In progress</li> </ul>
<p><b>Goal #3: Improve public engagement and maintain leadership role on water issues</b></p> <p><i>Objectives:</i></p> <ul style="list-style-type: none"> <li>• Be the knowledgeable source for reliable information on supply, demand, drought, and other local water issues needed by public, media, and regulators.</li> <li>• Continue to raise the District’s profile and instill public trust.</li> <li>• Support objectives of public’s acquisition of Monterey Water System through public outreach.</li> <li>• Better publicize environmental activities of the District.</li> <li>• Coordinate/Communicate w/ other water management agencies on a regional basis.</li> <li>• Explore new avenues of public engagement, such as social media or “town hall” meetings.</li> </ul>	<ul style="list-style-type: none"> <li>• √ Accomplished</li> <li>• In Progress</li> </ul>

**Goal #4: Pursue effective environmental stewardship, especially in consideration of climate change**

*Objectives:*

- Review Carmel River mitigation program requirements and provide guidance for going forward.
- Monitor follow-up to Los Padres Dam & Reservoir Alternatives study; Balance environmental and ratepayer impacts.
- Add climate change/climate action to District planning functions.
- Consider sustainability actions or projects the District can undertake internally.

- On-going
- On-going
- Limited Progress
- Limited Progress

**Goal #5: Protect, enhance and maintain District’s financial health**

*Objectives:*

- Ensure fiscal stability in support of litigation activities, Pure Water Monterey reserve accumulation, election expenses, other.
- Regularly report on exposure, risk policy, grants.
- Annually review reserve policy and potential reductions in revenue collections.
- Maintain GFOA award and CSDA transparency certificate of compliance.
- Continue to develop strategy for PERS and OPEB liabilities in budget planning.

- √ Accomplished
- √ Accomplished
- √ Accomplished
- In Progress
- No Change/On-going

**Goal #6: Implement organizational changes to strengthen District management**

*Objectives:*

- Create job description and hire Assistant General Manager.
- Prepare for new reporting standards and existing data needs.
- Evaluate succession planning needs.
- Evaluate change in District policies to maintain and lure talented employees.
- Negotiate labor agreements.

- On-going
- In Progress
- √ Accomplished
- √ Accomplished
- √ Accomplished

**Longer-Term Goals**

**Goal #7: Recognize the longer-term goals and objectives that arise from near-term goals**

*Objectives:*

- Maintain focus on long-term supply and demand issues to inform additional water supply needs.
- Prepare for requirements of valuation trial for public’s ownership of the Monterey Water System.

- On-going
- Not started

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• Implement changes to Carmel River mitigation program requirements.</li><li>• Add climate change/climate action to District planning functions.</li><li>• Monitor fiscal stability of District, establish reserve policy, review revenue collections, and plan for liabilities.</li></ul> | <ul style="list-style-type: none"><li>• Not started</li><li>• Limited Progress</li><li>• On-going</li></ul> |
|--|---|



**ITEM: PUBLIC HEARING****10. CONSIDER THE FIRST READING OF ORDINANCE NO. 195 ADDING RULE 19.9 TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT****Meeting Date:** August 19, 2024 **Budgeted:** N/A**From:** David J. Stoldt,  
General Manager **Program/  
Line Item No.:** N/A**Prepared By:** Maureen Hamilton **Cost Estimate:** N/A**General Counsel Review:** Yes**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:** On April 15, 2024 the Board of Directors of the Monterey Peninsula Water Management District, by Resolution 2024-04, elected to become subject to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures under California Public Contract Code (PCC).

The CUPCCAA in PCC §22034 requires participating public agencies to enact an informal bidding ordinance (Ordinance) to govern the selection of contractors by informal procedures. The CUPCCAA allows informal bidding procedures to be used for projects up to the cost limit set forth in PCC §22032 (b), two hundred thousand dollars (\$200,000). An excerpt of the CUPCCAA PCC pertaining to informal bidding ordinances is provided in **Exhibit 10-A** and the Ordinance is provided in **Exhibit 10-B**.

**RECOMMENDATION:** Following a public hearing, the Board approve the first reading of Ordinance No. 195, adding Rule 19.9 to provide Informal Bidding Procedures under the Uniform Public Construction Cost Accounting Act.

**BACKGROUND:** PCC §22034 requires the Ordinance state that informal bidding notification be provided to contractors via one or both of the following methods:

- a) A list of qualified contractors (List) created and maintained by MPWMD.
- b) Trade journals specified by the CUPCCAA Commission.

The List is created by providing written notice to all construction trade journals designated by the CUPCCAA Commission. The trade journals currently specified for Monterey County are:

- Central coast Builders Association
- San Luis Obispo County Builders Exchange
- Builders' Exchange of Santa Clara County
- Placer County Contractors Associations and Builders Exchange

The notice shall invite all licensed contractors to submit information so the contractor can be included on the List. The required information is as follows:

- contact information,
- contractors license information, and
- the type of work in which the contractor is interested.

The List shall include all qualified contractors who provide the required information, including contractors who provide the required information at any time thereafter. Qualified contractors are contractors licensed by the State to perform the subject work. The Commission has determined that nothing in the CUPCCAA prohibits a participating agency from using additional objective pre-qualification standards in the formation and maintenance of their Qualified Contractors Lists.

The List must be updated at least annually by providing a notice in the trade journals. There is no cost for providing notices via trade journals.

## **EXHIBITS**

**10-A** Public Contract Code §22030 through §22036 Excerpt

**10-B** Ordinance No. 195 Adding Rule 19.9 Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act

## Excerpt from Public Contract Code 22030 through 22036

### 22030.

(a) This article applies only to a public agency whose governing board has by resolution elected to become subject to the uniform construction cost accounting procedures set forth in Article 2 (commencing with Section 22010) and which has notified the Controller of that election. In the event of a conflict with any other provision of law relative to bidding procedures, this article shall apply to any public agency which has adopted a resolution and so notified the Controller.

(b) A county, whether general law or charter, containing a population of less than 500,000 may award individual annual contracts as provided in Section 20128.5.

*(Amended by Stats. 2015, Ch. 269, Sec. 28. (SB 184) Effective January 1, 2016.)*

### 22031.

(a) Prior to January 1, 2013, this article shall not prohibit a board of supervisors or a county road commissioner from utilizing, as an alternative to the procedures set forth in this article, the procedures set forth in Article 25 (commencing with Section 20390) of Chapter 1.

(b) On or after January 1, 2013, this article shall not prohibit a board of supervisors or a county road commissioner from utilizing, as an alternative to the procedures set forth in this article, the procedures set forth in Article 25 (commencing with Section 20390) of Chapter 1 for both of the following:

(1) Maintenance and emergency work.

(2) New road construction and road reconstruction as long as the total value of the new road construction and the road reconstruction performed under the procedures set forth in subdivision (c) of Section 20395 during a fiscal year does not exceed 30 percent of the total value of all work performed by force account other than maintenance as reported in the Controller's Streets and Roads Annual Report as of March 1 of each year prior to the fiscal year.

(c) The value of force account work necessary to facilitate capital projects for the purpose of contracting to the private sector, including design, engineering, inspection, testing, and other force account work necessary to administer private contracts, shall be excluded from the 30-percent limit in subdivision (b).

(d) The value of force account work necessary to facilitate projects performed by county employees, including design, engineering, inspection, testing, and other force account work necessary to administer work performed under subdivision (b), shall apply to the 30-percent limit in subdivision (b).

(e) On or after January 1, 2013, for a county with a population of less than 50,000, this article shall not prohibit a board of supervisors or a county road commissioner from utilizing, as an alternative

to the procedures set forth in this article, the procedures set forth in Article 25 (commencing with Section 20390) of Chapter 1.

(f) The requirements set forth in Section 22038 shall apply to any county subject to this section.

(g) Any county board of supervisors or county road commissioner acting pursuant to the authority granted in paragraph (2) of subdivision (b) shall publicly declare its intention to use this authority prior to commencing work. The public declaration may be on a project-by-project basis, via a list of anticipated projects for the fiscal year, or via a list that may be included in the county's annual budget.

*(Amended by Stats. 2014, Ch. 345, Sec. 3. (AB 2752) Effective January 1, 2015.)*

#### **22032.**

(a) Public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

(b) Public projects of two hundred thousand dollars (\$200,000) or less may be let to contract by informal procedures as set forth in this article.

(c) Public projects of more than two hundred thousand dollars (\$200,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.

*(Amended by Stats. 2018, Ch. 169, Sec. 2. (AB 2249) Effective January 1, 2019.)*

#### **22033.**

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

*(Added by renumbering Section 21203 (as added by Stats. 1983, Ch. 1054) by Stats. 1986, Ch. 1019, Sec. 54.)*

#### **22034.**

Each public agency that elects to become subject to the uniform construction accounting procedures set forth in Article 2 (commencing with Section 22010) shall enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032. The ordinance shall include all of the following:

(a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.

(1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.

(2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.

(b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

(c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.

(d) If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

*(Amended by Stats. 2018, Ch. 169, Sec. 3. (AB 2249) Effective January 1, 2019.)*

### **22035.**

(a) In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two.

(b) In case of an emergency, if notice for bids to let contracts will not be given, the public agency shall comply with Chapter 2.5 (commencing with Section 22050).

*(Repealed and added by Stats. 1994, Ch. 803, Sec. 87. Effective January 1, 1995.)*

### **22035.5.**

In counties that are under court order to relieve justice facility overcrowding, the procedures and restrictions specified in Section 20134 shall apply to all contracts issued under this chapter.

*(Added by Stats. 1991, Ch. 993, Sec. 1.)*

### **22036.**

The commission shall determine, on a county-by-county basis, the appropriate construction trade journals which shall receive mailed, faxed, or emailed notice of all informal and formal construction contracts being bid for work within the specified county.

*(Amended by Stats. 2015, Ch. 269, Sec. 30. (SB 184) Effective January 1, 2016.)*





**EXHIBIT 10-B**

**DRAFT**  
**ORDINANCE NO. 195**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF  
THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT  
ADDING RULE 19.9  
PROVIDING INFORMAL BIDDING PROCEDURES UNDER  
THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

**FINDINGS**

1. On April 15, 2024, the Board of Directors of the Monterey Peninsula Water Management District (District), by Resolution No. 2024-04, elected under Public Contract Code (PCC) Sections 22000-22050 to become subject to the California Uniform Public Construction Cost Accounting (CUPCCA) procedures set forth in the CUPCCA Act (Act) and to the CUPCCA Commission's (Commission) policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directed the CFO/ASD Manager to notify the State Controller forthwith of the election.
2. The District notified the State Controller of adoption of Resolution No. 2024-04. On April 17, 2024, the Commission confirmed the District's enrollment in the Act pursuant to PCC §22030.
3. The PCC §22034 requires a public agency that elects to become subject to the Act to enact an informal bidding ordinance to govern the selection of contractors to perform public projects by informal bidding procedures pursuant to Section 22032. The PCC §22034 provides the language incorporated herein as Rule 19.9.
4. The Board of Directors determined that this Ordinance is limited to the amendment of its internal rules and, as such, lacks any potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

This Ordinance does not constitute a Project as that term is defined by Section 15378 of the California Environmental Quality Act (CEQA) as it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

**NOW THEREFORE** it be ordained as follows:

## **ORDINANCE**

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

This Ordinance shall be known as the Informal Bidding Procedures under the California Uniform Public Construction Cost Accounting Act.

**Section Two:**            **Purpose**

The purpose of this Ordinance is to meet the requirements set forth in the Uniform Public Construction Cost Accounting Act pursuant to California Public Contract Code §22030-22045, which the District adopted by Resolution 2024-04.

**Section Three:**            **Addition of Rule 19.9, Informal Bidding Procedures under the Uniform Public Construction Cost Accounting Act**

The following text shall be added as Rule 19.9 – Informal Bidding Procedures under the Uniform Public Construction Cost Accounting Act:

**RULE 19.9 -- INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

1. Public projects, as defined by the Uniform Public Construction Cost Accounting Act and in accordance with the limits listed in Section 22032 of the California Public Contract Code, may be let to contract by informal procedures.
2. Where a public project is to be performed which is subject to the provisions of this Rule, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

- a. The District shall maintain a list of qualified contractors, identified according to categories of work. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than ten (10) calendar days before bids are due.
  - b. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the California Public Contract Code. Additional contractors and/ or construction trade journals may be notified at the discretion of the department soliciting bids.
4. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project and state the time and place for the submission of bids.
  5. The Board of Directors of the Monterey Peninsula Water Management District may award informally bid contracts or may delegate the authority to award these contracts to the General Manager, Chief Financial Officer, District Engineer or other appropriate person.
  6. If all bids received are in excess of the limit set forth in Section 22032 of the California Public Contract Code, the Board of Directors may, by adoption of a resolution by a four-fifths vote, award the contract, up to the limit set forth in Section 22034 of the California Public Contract Code , to the lowest responsible bidder, if it determines the cost estimate was reasonable.

**Section Four:           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 Five: Effective Date and Sunset**

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage. This Ordinance shall not have a sunset date. Should MPWMD elect to no longer be subject to the California Uniform Public Construction Cost Accounting Act, this Ordinance shall be repealed.

**Section Six: 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.

**PASSED AND ADOPTED** on this \_\_\_\_\_ of \_\_\_\_\_, 2024 on a motion by Director \_\_\_\_\_ with a second by \_\_\_\_\_, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify the foregoing ordinance was duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Dated: \_\_\_\_\_

\_\_\_\_\_  
David J. Stoldt  
Secretary to the Board

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**ITEM: PUBLIC HEARING****11. CONSIDER ADOPTION OF ORDINANCE NO. 196, AN URGENCY ORDINANCE OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT CLARIFYING RULE 24, SECOND BATHROOM PROTOCOL****Meeting Date:** August 19, 2024      **Budgeted:** N/A**From:** David Stoldt,  
General Manager      **Program/  
Line Item No.:** N/A**Prepared By:** Stephanie Locke      **Cost Estimate:** N/A**General Counsel Review:** Yes**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:** In August 2023, the Board adopted Urgency Ordinance No. 193 to clarify when fixtures in a second Bathroom are removed to add water fixtures elsewhere, the Dwelling Unit no longer qualifies to use the Rule 24 second Bathroom protocol. At the time, staff had become aware of two instances where water fixtures in a second Bathroom were removed and used as a Water Credit to offset new water fixtures in a new Accessory Dwelling Unit and in a new home on an adjacent Parcel (new Users). The property owners are now (years later) contemplating installing water fixtures to create a second Bathroom under the Rule 24 Second Bathroom Addition protocol. Although the way the current rule is written would permit the addition of water fixtures to create a second Bathroom, this action defies the California Environmental Quality Act (CEQA) finding adopted by the Board of Directors that the addition of a second bathroom is for convenience only and has no impact on water use. Therefore, clarification to the rule was needed immediately.

Staff intended to codify the amendment made by Ordinance No. 193 during the past year. That didn't happen, and that necessitates the need to adopt another urgency ordinance to keep the amendment in place until it can be codified later this fiscal year. An urgency ordinance sunsets after one year.

An urgency ordinance takes effect immediately upon a single reading if it is approved by at least five (5) members of the Board. The ordinance will sunset one year after enactment. Staff will be bringing a non-urgency ordinance to permanently implement the clarifications later this year, along with a number of other planned amendments to the rules.

**RECOMMENDATION:** The Board should adopt the urgency ordinance to immediately clarify that the removal of Bathroom fixtures used as a Water Credit to offset other water uses disqualifies a Dwelling Unit from using the second Bathroom protocol to reinstall fixtures due to the CEQA Finding adopted by the Board with the adoption and amendments to the rule. This is an urgency

ordinance. To be adopted as an urgency measure, the ordinance must be approved by at least five members of the Board.

**BACKGROUND:** The second bathroom protocol is available to existing Dwelling Units (less than four units on a Site) built prior to 2001 that have less than two Bathrooms. The second Bathroom protocol fixtures can only be added within the existing Dwelling Unit and do not debit an Allocation, Entitlement, or Water Credit. The provisions are elective, and the protocol was adopted by the Board with a CEQA finding that adding a second Bathroom was for convenience and did not impact water use within the Dwelling Unit. Those choosing to use the special fixture unit accounting are deed restricted to two Bathrooms the second Bathroom is fully permitted (e.g. water is debited from a Jurisdiction's Allocation, Entitlement, or have Water Credits to offset the added fixtures).

## **EXHIBIT**

### **11-A Draft Urgency Ordinance No. 196**

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**EXHIBIT 11-A**

**URGENCY ORDINANCE**

*Draft*

**ORDINANCE NO. 196**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF  
THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT  
CLARIFYING RULE 24, SECOND BATHROOM ADDITION PROTOCOL**

**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. The Water Management District has general and specific power to cause and implement water conservation activities as set forth in Sections 325 and 328 of the Monterey Peninsula Water Management District Law.
3. The Monterey Peninsula Water Management District has found and determined that it is in the best interests of the Monterey Peninsula Water Management District and its inhabitants to define, implement and enforce water efficient plumbing standards and requirements for the conservation of Potable water supplies. Retrofit or replacement of existing plumbing fixtures lessens consumption of the limited water resources available on the Monterey Peninsula. Installation of water efficient plumbing fixtures reduces the burden of new, expanded or modified uses on the water resources.
4. This ordinance continues to recognize the findings adopted in Ordinance No. 98, Ordinance No. 114, and Ordinance No. 185 that the addition of a second Bathroom in a Dwelling Unit is for convenience and has a de minimis increase in water use. Water fixtures using this protocol do not result in a debit to a Jurisdiction's Allocation or to an Entitlement.
5. This ordinance clarifies language that the second Bathroom protocol is intended for Residential Users in older homes to add a second Bathroom for convenience. This was the fundamental finding for the District's California Environmental Quality Act (CEQA)

compliance.

6. This ordinance responds to situations where water fixtures in an existing second Bathroom were removed and used (as a Water Credit) to offset new water fixtures elsewhere on a Site (such as in an Accessory Dwelling Unit (ADU)). Without the proposed clarifications, the Rule 24 Second Bathroom Addition protocol could technically be used to reinstall a complete second Bathroom without accounting for the water Capacity of the fixtures added by credit from the former Bathroom fixtures. Although the current language of the rule would permit the addition of water fixtures to create a second Bathroom, this action defies the California Environmental Quality Act (CEQA) finding that the addition of a second bathroom is for convenience only and has no impact on the use of water. Therefore, clarification to the rule is needed immediately.
7. 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.
8. This ordinance shall not amend the Rules and Regulations of the Water Management District.
9. This ordinance has been proposed for urgency enactment and shall take effect immediately upon a single reading provided it is approved by at least five (5) members of the Board.
10. This ordinance shall sunset one year following its enactment.

NOW THEREFORE be it ordained as follows:

## ORDINANCE

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

This ordinance shall be known as the 2024 Second Bathroom Protocol Clarification Ordinance of the Monterey Peninsula Water Management District.

**Section Two:**            **Purpose**

This ordinance is necessary to eliminate a loophole in the District's Rules that would allow a person to remove water fixtures in an existing second Bathroom to obtain a Water Credit to offset new water fixtures (including the potential to offset Capacity of a new Dwelling Unit) and then to use Rule 24-A-3 to reinstall those fixtures without accounting for the increased Water Use Capacity in contradiction with the CEQA Finding adopted by the Board.

**Section Three:**            **Amendments to Rule 24, Second Bathroom Addition Protocol**

Rule 24-A-3 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 24 shall remain unchanged by this ordinance.

## 3.        Second Bathroom Addition

A distinctive Water Permit protocol shall apply to any Residential application that proposes to add a second Bathroom to a Dwelling Unit built before May 16, 2001, that, ~~prior to the application,~~ has less than two full Bathrooms ***and that has not removed water fixtures in a Bathroom to facilitate the addition of water fixtures elsewhere on the Site.***

- a.        The second Bathroom protocol shall be limited, and shall apply only to the following water appliances if they are installed in a second Bathroom as an expansion or remodel of an existing Dwelling Unit: (a) a single toilet, and (b) a single Standard Bathtub, or single Shower Stall, or a single standard tub-shower combination, and (c) one or two Washbasins.
- b.        The second Bathroom protocol shall further apply to ~~any~~ ***a*** Residential application that proposes to add one or more of the water fixtures referenced above to a second Bathroom which lacks that fixture(s) within a Dwelling Unit that, ~~prior to the application,~~ has less than two full Bathrooms.
- c.        The second Bathroom protocol shall apply only to a Dwelling Unit that has less than two full Bathrooms ***and that has not removed basic Bathroom***

*water fixtures (i.e., a toilet, a Standard Bathtub or Shower Stall or a Washbasin) to enable the addition of water fixtures elsewhere on the Site.*

- d. The second Bathroom protocol shall not apply to any Multi-Family Dwelling or Multi-Family Residential Site with four or more units.
- e. Water fixtures installed pursuant to this provision shall be installed within the Dwelling Unit. The second Bathroom protocol shall not be used to create a new Accessory Dwelling Unit. This includes the addition of a second Bathroom elsewhere in the Dwelling Unit that would allow the first Bathroom to be used by an Accessory Dwelling Unit *or junior Accessory Dwelling Unit*. The protocol was adopted to recognize that a second Bathroom is for convenience. It is not intended to support a new User.
- f. Under this second Bathroom protocol, the General Manager shall not debit the Jurisdiction's Allocation for the installation of the water fixtures in the second Bathroom.
- g. Capacity Fees shall nonetheless be collected for the addition of fixture units in the second Bathroom.
- h. No credit shall be granted for removal or retrofit of any fixture added pursuant to this second Bathroom protocol.
- i. Use of the second Bathroom protocol is voluntary. Any Dwelling Unit installing a second Bathroom pursuant to this provision shall be limited to two Bathrooms unless the second Bathroom is permitted by debit to a Jurisdiction's Allocation, an Entitlement, or offset by a credit. A Notice and Deed Restriction Regarding Limitation on Use of Water on a Property shall be recorded on the real property as a condition of the Water Permit.
- j. All Water Permits issued pursuant to this Rule shall include a Notice and Deed Restriction titled "Provide Public Access to Water Use Data" pursuant to Rule 23. In addition, permits utilizing the second Bathroom protocol shall authorize access to water records for the sixty (60) months prior to the date the Water Permit is issued. ~~There shall be no additional charge for this deed restriction.~~

- k. The provisions of this second Bathroom protocol shall take precedence and supersede any contrary provision of the Water Management District Rules and Regulations.

**Section Four:**            **Publication and Application**

The provisions of this ordinance shall not cause the republication of the Rules and Regulations of the Monterey Peninsula Water Management District.

**Section Five:**            **Effective Date and Sunset**

This ordinance shall be adopted with urgency and take effect at 12:01 a.m. on August 20, 2024. Insofar as this Ordinance has been enacted as an urgency measure, it shall have no force or effect after August 19, 2025.

**Section Six:**            **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.

**PASSED AND ADOPTED** on this 19th day of August 2024 on motion by Director \_\_\_\_\_, and second by Director \_\_\_\_\_, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify the foregoing is an ordinance adopted on the 19th day of August 2024.

Dated: \_\_\_\_\_

\_\_\_\_\_  
David J. Stoldt,  
Secretary to the Board



**ITEM: ACTION ITEM****12. CONSIDER INCLUSION OF CALIFORNIA LIQUID ASSETS SECURITIES SYSTEM AND CALIFORNIA ASSETS MANAGEMENT PROGRAM IN DISTRICT'S INVESTMENT POLICY****Meeting Date:** August 19, 2024 **Budgeted:** N/A**From:** David J. Stoldt,  
General Manager **Program/  
Line Item No.:** N/A**Prepared By:** Nishil Bali **Cost Estimate:** N/A**General Counsel Review:** N/A**Committee Recommendation:** The Finance and Administration Committee reviewed this item on August 12, 2024 and recommended approval.**CEQA Compliance:** This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.

**SUMMARY:** On April 08, 2024, the Finance and Administration committee recommended a review of the California Cooperative Liquid Assets Securities System (California CLASS) program for the District's investment policy. This report provides a review of the California CLASS program as well as the California Asset Management (CAMP) Program. If recommended, CLASS and CAMP will be included as eligible investments in the District's Investment Policy that was last adopted by the Board on January 22, 2024.

**RECOMMENDATION:** The Finance and Administration Committee recommends the Board review and approve the inclusion of CLASS and CAMP programs in the District's Investment Policy.

**BACKGROUND:**

The District holds most of its investment funds in the Local Agency Investment Fund (LAIF), a voluntary program created by State statute that began in 1977 as an investment alternative for California's local governments and special districts. LAIF offers local agencies the opportunity to participate in a major portfolio using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer. LAIF includes 2,341 participants and has about \$22.0 billion invested at the end of June 2024. All securities are purchased under the authority of Government Code Section 16430 and 16480.4.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as through an internal audit process. Monies placed with

the State Treasurer for deposit in LAIF are offered by the State of California, which cannot declare bankruptcy under Federal law.

District staff is providing review of two additional programs that can be included in the District's investment portfolio. CLASS and CAMP programs offer public agencies another method to diversify the District's investment portfolio by investing in highly liquid, investment-grade securities that have been selected with the goal of optimizing yields while prioritizing safety and liquidity. Both programs offer higher yields (around 100 basis points annually) currently compared to LAIF.

#### CLASS Overview:

California Cooperative Liquid Assets Securities System (CLASS) is a Joint Powers Authority investment pool authorized under Section 6509.7 of the California Investment Code (Joint Powers Act). California CLASS offers public agencies a convenient method for investing in highly liquid, investment-grade securities that are selected in accordance with the safety, liquidity, and yield hierarchy that governs the investment of public funds.

CLASS offers two investment pools – Prime and Enhanced Cash. Both pools are triple AAA-rated and offer public agencies the opportunity to strengthen and diversify their cash management programs. The Prime fund is a stable \$1.00 net asset value (NAV) local government investment pool that offers daily liquidity. Investments include U.S. Agencies and Treasuries, commercial paper, collateralized bank deposits, money market funds, and more in accordance with California State Code. Enhanced Cash is a variable NAV fund that is managed to approximate \$10.00 per share and offers next-day liquidity. Enhanced Cash is best suited for non-operating dollars and strategic reserves that a public agency would not anticipate withdrawing for 12-18 months. Prime offers same day liquidity with a weight average maturity (WAM) of less than 60 days. A comparison of the two CLASS products is shown in **Exhibit 12-B**.

California CLASS is overseen and governed by a Board of Trustees made up of public agency finance professionals who participate in California CLASS and are members of the Joint Powers Authority (JPA). The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC. Public Trust Advisors is responsible to the JPA Board for all program investment and administrative activities as well as services provided on behalf of the participants.

#### CAMP Overview:

California Asset Management Program (CAMP) is a California Joint Powers Authority established in 1989 to provide California public agencies with professional investment services. Investments are offered to local agencies through the Cash Reserve Portfolio (Pool) and CAMP Term under California Government Code Section 53601(p).

The CAMP Pool is managed to maintain a dollar-weighted average portfolio maturity of 60 days or less and seeks to maintain a constant NAV per share of \$1.00. The Pool invests in obligations

of the United States Government and its agencies, high-quality, short-term debt obligations of U.S. companies and financial institutions. The Pool investment option stresses daily liquidity and safety of principal as the two primary objectives and has a AAAM rating from Standard & Poor's. Earning a competitive yield is a third goal after safety and liquidity. As a short-term cash reserve portfolio and cash management vehicle, the CAMP Pool (as with CLASS Prime) provides public agencies with same-day liquidity, an opportunity to earn a competitive yield, unlimited transactions via wire, ACH, or check, online account management, and sub-accounting and sweep capability.

The CAMP Term is a fixed-rate, fixed-term investment that allows CAMP Shareholders to seek to maximize interest earnings on excess funds. This fixed-rate, fixed-term investment option offers securities with maturities ranging from 60 days to one year and is rated AA Af by Fitch. Benefits of CAMP Term include the opportunity to secure more competitive interest rates, laddering maturities to meet known cash flow needs, planning around interest income streams, and diversifying an agency's portfolio's maturity structure. Term investments are designed to match a Shareholder's specific cash flow requirements. Investment principal and interest are paid at maturity, with an automatic sweep into the CAMP Pool.

CAMP also offers public agencies the option to have an individually managed portfolio to meet the agency's specific investment objectives through the investment advisory resources of PFMAM, an investment advisory firm serving the public sector. CAMP is directed by a Board of Trustees made up of local government finance directors and treasurers.

It needs to be noted that investment portfolios including CAMP/CLASS are exposed to risks related to interest rates, credit, and market risk among others, and that these portfolios are not insured or offer bank guarantees and may lose value. Refer to **Exhibits 12-B** and **12-C** for additional information on CLASS and CAMP programs.

## **EXHIBITS**

- 12-A** Monterey Peninsula Water Management District Investment Policy (amended)
- 12-B** CLASS Profile
- 12-C** CAMP Profile



**EXHIBIT 12-A**

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT  
INVESTMENT POLICY**

Approved by the MPWMD Board on January 22, 2024



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## MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

### INVESTMENT POLICY

#### 1 Introduction

This policy governs the investment of District funds. The purpose of the policy is to provide guidance to the District Treasurer to invest funds in a manner that provides for the protection of principal (safety), meets the cash flow (liquidity) demands of the District and earns a reasonable yield. It shall be the policy of the District to invest all funds in strict conformance with all state statutes governing the investment of public monies. Moreover, it shall be the policy to manage investments under the prudent investor rule. This rule affords the District a broad spectrum of investment opportunities so long as the investment is deemed prudent and is allowable under State of California Government Code section 53600 et. seq., the investment policy of Monterey County and Section 118-507 (West's Annotated Government Code) of the District's enabling legislation.

#### 2 Prudence

The District Treasurer is a trustee and therefore a fiduciary subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the treasurer shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of investments of a like character and with like aims to safeguard the principal and maintain the liquidity needs of the District. Within the limitation of this policy and considering individual investments as part of an overall investment strategy, a trustee is authorized to acquire investments as authorized by law.

#### 3 Investment and Risk

The objectives of the District's investment program in order of priority are:

- 1) Safety of invested funds – The Treasurer shall ensure the safety of the District's invested funds by limiting, as much as possible, credit and interest rate risk. Credit risk is the risk of loss due to failure of the security issuer or backer. Interest rate risk is the risk that the market value of investments will fall due to an increase in the general level of interest rates.
- 2) Maintenance of sufficient liquidity to meet cash flow requirements – Attainment of a market average rate of return during budgetary and economic cycles, taking into account the District's investment risk constraints and cash requirements. The Treasurer, acting in accordance with District procedures and this policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### 4 Types of Investments

District funds may be placed in any instrument or medium approved by the State of California as enumerated in Government Code Section 53651, and not otherwise limited by the Monterey County Investment Policy. A listing of currently eligible securities shall be maintained. The Treasurer shall submit any proposed changes to the list of eligible investments to the Finance and Administrative Committee and Board of Directors. The Finance and Administrative Committee shall approve investment in a class of securities included on the list, but in which the District has not previously invested. The Board of Directors shall approve changes to the list of eligible securities. The currently approved list of securities is incorporated as Attachment I.

#### 5 Prohibited Investments

The District shall not be authorized to invest in any security that has the possibility of returning a zero or negative yield if held to maturity except that investment in U. S. Treasury Certificates of indebtedness ("SLUGS") issued by the U. S. Bureau of Public debt is authorized. Prohibited investments shall include inverse floaters, range notes, and interests only strips derived from a pool of mortgages.

#### 6 Access to Funds

The premise underlying the District's investment policy is to ensure that money is available when needed. To this end, the District will maintain funds on deposit in a local bank or other federal or state regulated depository sufficient to meet expenditure requirements for the following six months as represented in the most recent budget adopted by the Board of Directors.

#### 7 Authority

The Treasurer of the Board of Directors of the Monterey Peninsula Water Management District is responsible for the custody and management of District investments. Management activity will adhere to applicable state law, provisions of the District's enabling legislation, and this policy. The Treasurer may delegate ministerial duties related to the investment program to other District staff, but shall retain responsibility for all transactions undertaken and shall establish a system of internal control to regulate activity of subordinate personnel.

#### 8 Reports

Pursuant to Government Code Section 53646 the Treasurer shall provide quarterly investment reports to the Board of Directors. Each report shall include a listing of all securities held in the portfolio. It shall list investments by type, issuer, maturity, par value, market value, and dollar amount invested. The report shall contain a citation of compliance with this policy, an explanation for any non-compliance, and a statement as to the ability or inability to meet expenditure requirements for the following six months. District monies over which the Treasurer does not exercise control or safekeeping e.g., does not determine how the funds are to be invested or banked, need not be included in the report. Agency contributions to the Public Employees Retirement

System need not be included. Deferred compensation funds (Section 457) held by third-party administrators and invested at the direction of program participants need not be included pursuant to PL 104-188.

#### 9 Audits

The District's portfolio, quarterly reports, policy, internal control procedures and investment practices shall be the subject of scrutiny in the course of annual audits performed by external independent auditors selected by the Board of Directors.

#### 10 Policy Review

The Board of Directors shall review this policy annually or when a change is necessary due to regulatory or policy mandates.

11 Attachment I

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE  
AS OF JANUARY 1, 2024

<b>INVESTMENT TYPE</b>	<b>MAXIMUM SECURITY</b>	<b>MAXIMUM SPECIFIED % OF PORTFOLIO</b>	<b>MINIMUM QUALITY REQUIREMENTS</b>	<b>GOVERNMENT CODE SECTION</b>	<b>MPWMD ALLOWED</b>
Local Agency Bonds	5 years	None	None	53601(a)	Yes
U.S. Treasury Obligations	5 years	None	None	53601(b)	Yes
State Obligations – CA and Others	5 years	None	None	53601(c&d)	Yes
CA Local Agency Obligations	5 years	None	None	53601(e)	Yes
U.S. Agency Obligations	5 years	None	None	53601(f)	Yes
Bankers' Acceptances	180 days	40%	None	53601(g)	Yes
Commercial Paper – Pooled Funds	270 days	40% of the agency's money	Highest letter and number rating by an NRSRO	53635(a)(1)	Yes
Commercial Paper – Non-Pooled Funds	270 days	25% of the agency's money	Highest letter and number rating by an NRSRO	53601(h)(2)(C)	Yes
Negotiable Certificates of Deposits	5 years	30%	None	53601(i)	Yes
Non-negotiable Certificates of Deposits	5 years	None	None	53630 et seq.	Yes
Placement Service Deposits	5 years	30%	None	53601.8 and 53635.8	Yes
Placement Service Certificates of Deposits	5 years	30%	None	53601.8 and 53635.8	Yes
Repurchase Agreements	1 year	None	None	53601(j)(2)	No
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	None	53601(j)(3)	No
Medium-Term Notes	5 years	30%	“A” rating category or its equivalent or better by an NRSRO	53601(k)	Yes
Mutual Funds and Money Market Mutual Funds	N/A	20%	Multiple	53601(l) and 53601.6(b)	Yes

<b>INVESTMENT TYPE</b>	<b>MAXIMUM SECURITY</b>	<b>MAXIMUM SPECIFIED % OF PORTFOLIO</b>	<b>MINIMUM QUALITY REQUIREMENTS</b>	<b>GOVERNMENT CODE SECTION</b>	<b>MPWMD ALLOWED</b>
Collateralized Bank Deposits	5 years	None	None	53630 et seq. and 53601(n)	No
Mortgage Pass-Through Securities	5 years	20%	“AA” rating category or its equivalent or better	53601(o)	No
County Pooled Investment Funds	N/A	None	None	27133	Yes
Joint Powers Authority Pool	N/A	None	Multiple	53601(p)	Yes
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1	Yes
Voluntary Investment Program Fund	N/A	None	None	16340	Yes
California Cooperative Liquid Assets Securities System (CLASS)	N/A	30%	AAA or equal	6509.7 & 53601 (p)	Yes
California Asset Management (CAMP)	N/A	30%	AAA or equal	53601 (p)	Yes
Supranational Obligations	5 years	30%	“AA” rating category or its equivalent or better	53601(q)	Yes

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**California Cooperative Liquid Assets Securities System  
(CA CLASS Prime)**

**Principal Stability Fund  
Ratings Definitions**

**AAAm** A fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P Global Ratings

**AAm** A fund rated 'AAm' demonstrates very strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. It differs from the highest-rated funds only to a small degree.

**Am** A fund rated 'Am' demonstrates strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk, but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than funds in higher-rated categories

**BBBm** A fund rated 'BBBm' demonstrates adequate capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. However, adverse economic conditions or changing circumstances are more likely to lead to a reduced capacity to maintain principal stability.

**BBm** A fund rated 'BBm' demonstrates speculative characteristics and uncertain capacity to maintain principal stability. It is vulnerable to principal losses due to credit risk. While such funds will likely have some quality and protective characteristics, these may be outweighed by large uncertainties or major exposures to adverse conditions.

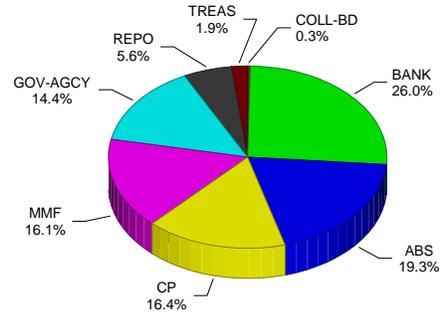
**Dm** A fund rated 'Dm' has failed to maintain principal stability resulting in a realized or unrealized loss of principal.

**Plus (+) or Minus (-)**  
The ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

**About the Fund**

Fund Rating	<b>AAAm</b>
Fund Type	General Purpose Taxable
Investment Adviser	Public Trust Advisors, LLC
Portfolio Manager	Randy Palomba, CFA & Neil Waud, CFA
Fund Rated Since	April 2022
Custodian	U.S. Bank
Distributor	Public Trust Advisors, LLC (Public Trust)

**Portfolio Composition as of March 28, 2023**



BANK - Bank Deposits; ABS - Asset-backed security; CP - Commercial Paper; MMF - Money Market Fund; GOV-AGCY - Agency and Government; REPO - Repurchase Agreement; TREAS - Treasury; COLL-BD - Collateralized Bank Deposits

**Rationale**

California Cooperative Liquid Assets Securities System (CA CLASS Prime) is rated 'AAAm' by S&P Global. The rating signifies our forward-looking opinion about a fixed-income fund's ability to maintain principal value (i.e., stable net asset value, or 'NAV'). This is accomplished through conservative investment practices and strict internal controls. Standard & Poor's monitors the portfolio on a weekly basis.

agreements, and 2a-7 money market funds. All participants are voluntary, and the net asset value of the fund is calculated daily using a mark-to-market methodology.

**Overview**

California CLASS Prime is a joint powers authority as codified in California Government Code Section 6500 of Title 1, Division 7, Chapter 5, Article 1 and is managed to comply with the requirements of California Government Code Section 53601. The investment objective of California CLASS Prime is to preserve principal, provide daily liquidity, and maintain a \$1.00 net asset value per share while generating additional investment income for participants.

**Management**

Public Trust Advisors LLC (PTA), based in Denver, is the investment adviser and administrator for the fund. PTA currently manages 12 local government investment pools rated 'AAAm' by S&P Global Ratings, including California CLASS Prime. PTA also manages one local government investment pool rated 'AAAf/S1' and another rated 'AA+f/S1' by S&P Global Ratings. U.S. Bank N.A. is the custodian for California CLASS Prime.

**Portfolio Assets**

California CLASS Prime seeks to achieve its investment objectives by investing in various money market securities, including U.S. Treasury securities, U.S. agencies, state municipal obligations, bankers' acceptances, commercial paper, certificates of deposit, repurchase

**S&P Global Ratings Analyst:** Marissa Zuccaro - (303) 721 4762

[www.spratings.com](http://www.spratings.com)

*Investors should consider the investment objectives, risks and charges and expenses of the fund before investing. The prospectus which can be obtained from your broker-dealer, contains this and other information about the fund and should be read carefully before investing.*

*An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation of any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund.*

**Principal Stability Rating Approach and Criteria**

A S&P Global Ratings principal stability fund rating, also known as a "money market fund rating", is a forward-looking opinion about a fixed income fund's capacity to maintain stable principal (net asset value). When assigning a principal stability rating to a fund, S&P Global Ratings analysis focuses primarily on the creditworthiness of the fund's investments and counterparties, and also its investments' maturity structure and management's ability and policies to maintain the fund's stable net asset value. Principal stability fund ratings are assigned to funds that seek to maintain a stable or an accumulating net asset value.

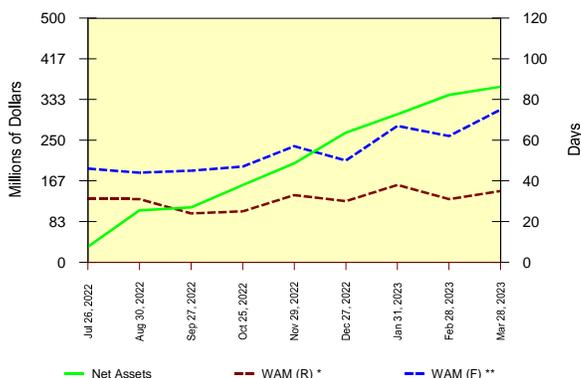
Generally, when faced with an unanticipated level of redemption requests during periods of high market stress, the manager of any fund may suspend redemptions for up to five business days or meet redemption requests with payments in-kind in lieu of cash. A temporary suspension of redemptions or meeting redemption requests with distributions in-kind does not constitute a failure to maintain stable net asset values. However, higher rated funds are expected to have stronger capacities to pay investor redemptions in cash during times of high market stress because they generally comprise shorter maturity and higher quality investments.

Principal stability fund ratings, or money market fund ratings, are identified by the 'm' suffix (e.g., 'AAAm') to distinguish the principal stability rating from a S&P Global Ratings traditional issue or issuer credit rating. A traditional issue or issuer credit rating reflects S&P Global Ratings view of a borrower's ability to meet its financial obligations. Principal stability fund ratings are not commentaries on yield levels.

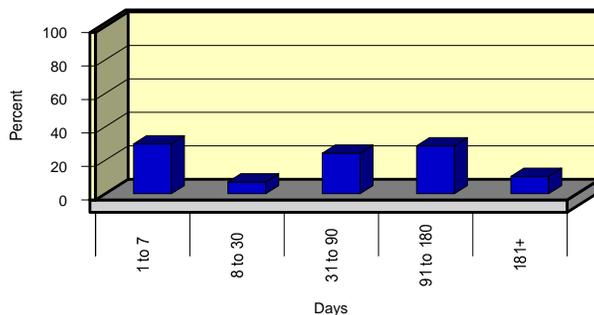
**Data Bank as of March 28, 2023**

Net Asset Value per Share.....	\$0.99991	Net Assets (millions).....	\$359.35	Inception Date.....	July 2022
WAM (R) * .....	35 days	WAM (F) **.....	75 days	7 Day Yield.....	4.86%
* Weighted Average Maturity (Reset)		** Weighted Average Maturity (Final)			

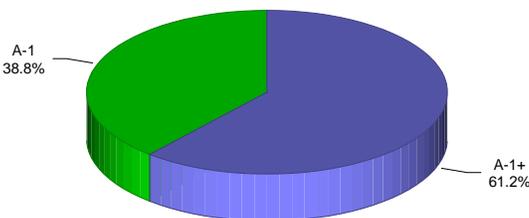
**Net Assets, WAM (R) and WAM (F)**



**Portfolio Maturity Distribution as of March 28, 2023**

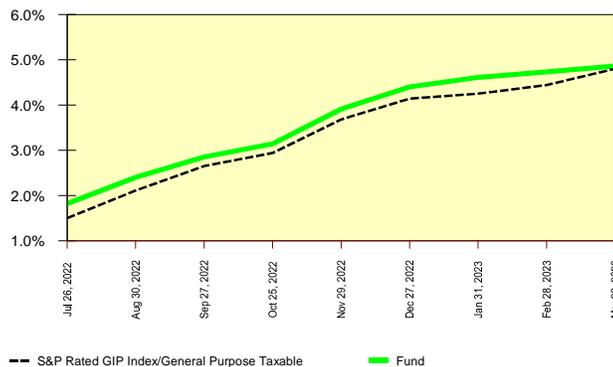


**Portfolio Credit Quality as of March 28, 2023 \***



\*As assessed by S&P Global Ratings

**Portfolio 7 Day Net-Yield Comparison \***



\*S&P 'AAAm' Money Fund Indices are calculated weekly by iMoneyNet, Inc., and are comprised of funds rated or assessed by S&P Global Ratings to within the specific rating categories. The S&P Global Ratings Rated LGIP Indices are calculated weekly by S&P Global Ratings and are comprised of 'AAAm' and 'AAm' government investment pools. *The yield quoted represents past performance. Past performance does not guarantee future results. Current yield may be lower or higher than the yield quoted. Performance data current to the most recent month-end may be available by calling the Fund at the phone number listed in the "About the Fund" section on page 1.*

Fund portfolios are monitored weekly for developments that could cause changes in the ratings. Rating decisions are based on periodic meetings with senior fund executives and public information.

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## A JOINT POWERS AUTHORITY INVESTMENT POOL

### Client-First & User-Friendly Cash Management Solutions Designed for California Public Agencies of All Sizes

#### California CLASS provides Participants the following benefits:

- ✓ Convenient, modern transaction portal
- ✓ Dedicated client service team equally committed to all California public agencies
- ✓ Portfolios managed in accordance with California Government Code
- ✓ Transparent governance by Board of Trustees
- ✓ Portfolios marked-to-market with net asset value and yields posted to website daily

Fund Option	Prime	Enhanced Cash
Portfolio Type	Prime-style fund	Enhanced cash
Purpose	Operating Funds	Strategic Reserves
Rating	'AAAm'	'AAAf/S1'
Min/Max Investment	None	None
Withdrawals	Unlimited	Unlimited
Investment Horizon	Day-to-Day	12-18 Months
Liquidity	Same-Day	Next-Day
WAM	≤60 days	90-200 days
Net Asset Value (NAV)	Stable \$1.00 per share	Variable \$10.00 per share

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the California CLASS prime-style fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Please review the California CLASS Information Statement before investing. California CLASS is rated 'AAAm' by S&P Global Ratings. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit [www.spglobal.com](http://www.spglobal.com). California CLASS Enhanced Cash is rated 'AAAf/S1' by FitchRatings. The 'AAAf' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit [www.fitchratings.com](http://www.fitchratings.com). Ratings are subject to change and do not remove credit risk. For risks associated with investing in both a prime-style and enhanced cash-style local government investment pool, please visit [www.californiaclass.com/rates-disclaimer](http://www.californiaclass.com/rates-disclaimer). Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

## California CLASS Participant List April 2024

### Counties

El Dorado County	Lake County
Sonoma County Treasurer	

### Municipalities

City of Artesia	City of Beaumont
City of Brentwood	City of Farmersville
City of Folsom	City of Fowler
City of Fullerton	City of Gilroy
City of Hanford	City of Hemet
City of Kingsburg	City of Lancaster
City of Moreno Valley	City of Morgan Hill
City of Oroville	City of Porterville
City of Santa Ana	City of Shafter
City of Wasco	City of Williams
Town of Fort Jones	Town of Paradise

### Other

California CLASS Enhanced Cash	California Special Districts Association
CSDA Finance Corporation	League of California Cities
Public Agencies Self-Insurance System	Sewer Authority Mid-Coastside
Special District Leadership Foundation	Special District Risk Management Authority
Tri-County Water Authority	

### Special Districts

Alameda County Mosquito Abatement District	Alpine Fire Protection District
Altadena Library District	Anderson Springs Community Service District
Artesia Cemetery District	Atwell Island Water District
Banning Library District	Beaumont Library District
Bell Canyon Community Services District	Bighorn - Desert View Water Agency
Bolinas Fire Protection District	Bonita Sunnyside Fire Protection District
Brooktrails Township Community Services District	Cabazon Water District
Camarillo Health Care District	Castroville Cemetery District
Central Fire District of Santa Cruz County	Channel Islands Beach Community Services District

**California CLASS Participant List April 2024**

Chester Public Utility District	Chico Area Recreation & Park District
Chino Basin Water Conservation District	Chino Basin Watermaster
City of Big Bear Lake, Department of Water and Power	Clovis Veterans Memorial District
Coachella Valley Resources Conversation District	Coalinga - Huron Recreation & Parks District
Coastside Fire Protection District	Contra Costa Mosquito & Vector Control District
Copper Valley Community Services District	Corcoran Irrigation District
Corning Healthcare District	Costa Mesa Sanitary District
Crescenta Valley Water District	Del Puerto Health Care District
Delano Mosquito Abatement District	Desert Recreation District
Durham Irrigation District	East Orange County Water District
Emerald Bay Service District	Fallbrook Regional Health District
Georgetown Divide P.U.D.	Glenn County Resource Conservation District
Gold Mountain Community Services District	Goleta Sanitary District
Grossmont Healthcare District	Groveland Community Services District
Helendale Community Services District	Heritage Ranch Community Services District
Herlong Public Utility District	Hilmar County Water District
Humboldt Bay Municipal Water District	Humboldt Community Services District
Idyllwild Water District	Igo Ono Community Services District
Indian Valley Community Services District	Ironhouse Sanitary District
Kensington Police Protection and Community Services District	Kenwood Fire Protection District
Keyes Community Services District	La Puente Valley County Water District
Lakeside Fire Protection District	Las Gallinas Valley Sanitary District
Leucadia Wastewater District	Littlerock Creek Irrigation District
Livermore Area Recreation and Park District	Los Alamos Cemetery District
Madera Irrigation District	Mariana Ranchos County Water District
Marina Coast Water District	Mark Twain Health Care District
McKinleyville Community Services District	Mendocino Coast Recreation and Park District
Mendocino County Waterworks District II	Midway City Sanitary District
Mission Hills Community Services District	Mojave Water Agency
Murphy's Sanitary District	North County Fire Protection District, San Diego County
North Humboldt Recreation and Park District	North of River Sanitary District No. 1
Oceano Community Services District	Olympic Valley Public Service District
Orange County Cemetery District	Oxnard Harbor District
Palos Verdes Library District	Paradise Irrigation District

**California CLASS Participant List April 2024**

Paradise Recreation & Park District	Phelan Pinon Hills Community Services District
Pico Water District	Pine Grove Community Service District
Pleasant Valley County Water District	Pleasant Valley Recreation and Park District
Rainbow Municipal Water District	Rancho Murieta Community Services District
Rancho Santa Fe Fire Protection District	Reclamation District No. 1000
Resource Conservation District of Greater San Diego County	Rim of the World Recreation and Park District
Rossmoor Los Alamitos Area Sewer District	San Antonio Basin Water District
San Diego County Citrus Pest Control District	San Gabriel Valley Mosquito and Vector Control District
San Mateo County Mosquito and Vector Control District	San Miguel Consolidated Fire Protection District
San Simeon Community Services District	Santa Cruz Port District
Santa Maria Public Airport District	Santa Ynez River Water Conservation District
Sierra Resource Conservation District	South Placer M.U.D.
Stockton East Water District	Tahoe - Truckee Sanitation Agency
Tahoe City Public Utility District	Tehachapi Valley Recreation and Park District
Temecula Public Cemetery District	Templeton Community Services District
Town of Discovery Bay - Community Services District	Trabuco Canyon Water District
Tracy Rural County Fire Protection District	Truckee Donner Recreation and Park District
Truckee Sanitary District	Truckee Tahoe Airport District
Turner Island Water District	Twentynine Palms Water District
Union Public Utility District	Vandenberg Village Community Services District
Ventura River Water District	Vista Fire Protection District
Wallace Community Services District	Weott Community Services District
West Basin Municipal Water District	West County Wastewater District
Western Shasta Resource Conservation District	Williams Fire Protection Authority
Yuima Municipal Water District	

**Total Participants: 169**

***Disclaimer:*** This participant list is being made public as a service to our participant base. The listed participants are active as of the end of the month.

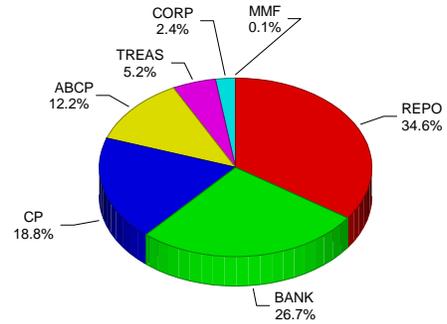
**California Asset Management Trust/Cash Reserve**

**Portfolio**

**About the Pool**

Pool Rating **AAAm**  
 Pool Type Stable NAV Government Investment Pool  
 Investment Adviser PFM Asset Management LLC  
 Phone 1-800-729-7665  
 Website [www.camponline.com](http://www.camponline.com)  
 Portfolio Manager Jeffrey Rowe, CFA  
 Pool Rated Since March 1995  
 Custodian U.S. Bank N.A.  
 Distributor PFM Fund Distributors, Inc.

**Portfolio Composition as of March 28, 2024**



REPO - Repurchase Agreement; BANK - Bank Deposits; CP - Commercial Paper; ABCP - Asset-backed commercial paper; TREAS - Treasury; CORP - Corporate; MMF - Money Market Fund

**Principal Stability Fund Ratings Definitions**

**AAAm** A fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P Global Ratings

**AAm** A fund rated 'AAm' demonstrates very strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. It differs from the highest-rated funds only to a small degree.

**Am** A fund rated 'Am' demonstrates strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk, but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than funds in higher-rated categories

**BBBm** A fund rated 'BBBm' demonstrates adequate capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. However, adverse economic conditions or changing circumstances are more likely to lead to a reduced capacity to maintain principal stability.

**BBm** A fund rated 'BBm' demonstrates speculative characteristics and uncertain capacity to maintain principal stability. It is vulnerable to principal losses due to credit risk. While such funds will likely have some quality and protective characteristics, these may be outweighed by large uncertainties or major exposures to adverse conditions.

**Dm** A fund rated 'Dm' has failed to maintain principal stability resulting in a realized or unrealized loss of principal.

**Plus (+) or Minus (-)** The ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

**Rationale**

California Asset Management Trust (CAMP)/Cash Reserve Portfolio is rated 'AAAm' by S&P Global Ratings. The rating is based on S&P Global Ratings' analysis of the portfolio's credit quality, investment policies, market price exposure, and management. The rating signifies our forward-looking opinion about a fixed-income fund's ability to maintain principal value (i.e., stable net asset value, or 'NAV').

**Overview**

The CAMP Cash Reserve Portfolio is one of several funds managed by PFM Asset Management LLC. The investment objective of the CAMP Cash Reserve Portfolio is to provide as high a level of current income as is consistent with maintaining liquidity and stability of principal. The fund is designed as an investment vehicle for bond proceeds and operating funds of municipalities located in California. PFM Fund Distributors, Inc., an affiliate of PFM Asset Management LLC., serves as the fund's distributor.

**Management**

The CAMP Cash Reserve Portfolio is managed by PFM Asset Management LLC (PFMAM), a subsidiary of U.S. Bancorp Asset Management, Inc. through acquisition as of December 7, 2021. As the fund's investment adviser and administrator, PFMAM is responsible for the purchase and sale of all portfolio assets. PFMAM is registered with the SEC under the Investment Advisers Act of 1940 and specializes in creating investment strategies and managing funds for public sector, not-for-profit and other institutional clients.

**Portfolio Assets**

The fund invests primarily in U.S. Treasury and federal agency securities and repurchase agreements secured by such obligations, and may

also invest in banker's acceptances, commercial paper and certificates of deposit. Repurchase agreements are conducted with counterparties that have strong credit quality. These guidelines are consistent with California regulations concerning the investment of public funds. The fund manager seeks to comply with guidelines similar to those mandated for money-market funds governed by Rule 2a-7 of the Investment Company Act of 1940. The fund maintains a weighted average maturity to reset (WAM(R)) of 60 days or less in order to maintain sufficient liquidity for redemptions and to limit market price exposure.

**S&P Global Ratings Analyst:** Marissa Zuccaro - 1 (303) 721 4762

[www.spratings.com](http://www.spratings.com)

*Participants should consider the investment objectives, risks and charges and expenses of the pool before investing. The investment guidelines which can be obtained from your broker-dealer, contain this and other information about the pool and should be read carefully before investing.*

**Principal Stability Rating Approach and Criteria**

A S&P Global Ratings principal stability fund rating, also known as a "money market fund rating", is a forward-looking opinion about a fixed income fund's capacity to maintain stable principal (net asset value). When assigning a principal stability rating to a fund, S&P Global Ratings analysis focuses primarily on the creditworthiness of the fund's investments and counterparties, and also its investments' maturity structure and management's ability and policies to maintain the fund's stable net asset value. Principal stability fund ratings are assigned to funds that seek to maintain a stable or an accumulating net asset value.

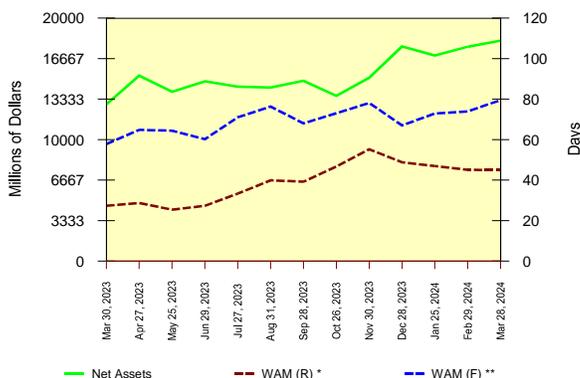
Generally, when faced with an unanticipated level of redemption requests during periods of high market stress, the manager of any fund may suspend redemptions for up to five business days or meet redemption requests with payments in-kind in lieu of cash. A temporary suspension of redemptions or meeting redemption requests with distributions in-kind does not constitute a failure to maintain stable net asset values. However, higher rated funds are expected to have stronger capacities to pay investor redemptions in cash during times of high market stress because they generally comprise shorter maturity and higher quality investments.

Principal stability fund ratings, or money market fund ratings, are identified by the 'm' suffix (e.g., 'AAAm') to distinguish the principal stability rating from a S&P Global Ratings traditional issue or issuer credit rating. A traditional issue or issuer credit rating reflects S&P Global Ratings view of a borrower's ability to meet its financial obligations. Principal stability fund ratings are not commentaries on yield levels.

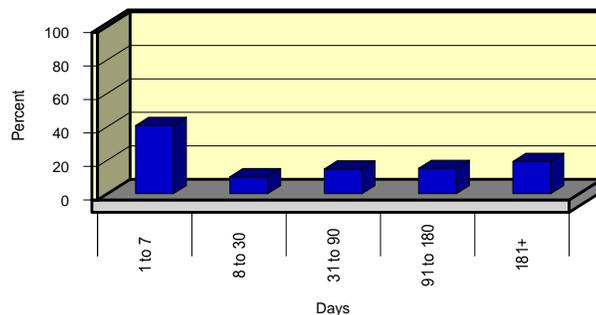
**Data Bank as of March 28, 2024**

Net Asset Value per Share.....	\$0.99997	Net Assets (millions).....	\$18,144.81	Inception Date.....	March 1995
WAM (R) * .....	45 days	WAM (F) **.....	80 days	7 Day Yield.....	5.48%
* Weighted Average Maturity (Reset)		** Weighted Average Maturity (Final)			

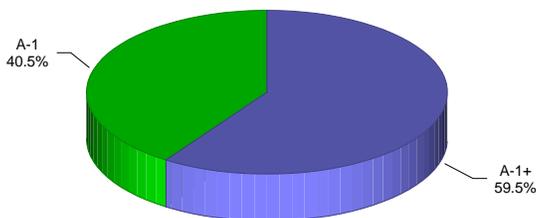
**Net Assets, WAM (R) and WAM (F)**



**Portfolio Maturity Distribution as of March 28, 2024**

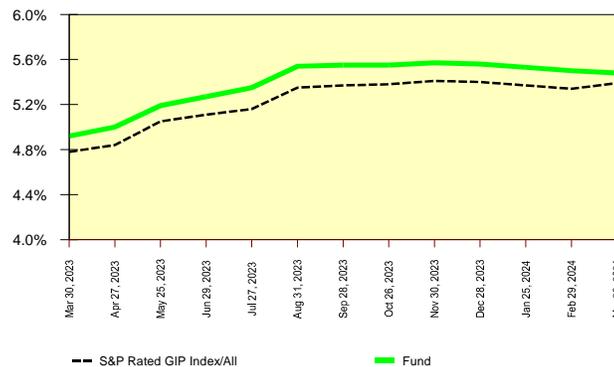


**Portfolio Credit Quality as of March 28, 2024 \***



\*As assessed by S&P Global Ratings

**Portfolio 7 Day Net-Yield Comparison \***



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Fact Sheet

CAMP is a California Joint Powers Authority established in 1989 to provide California public agencies with professional investment services.

**INVESTMENT OBJECTIVE**

To earn a high rate of return while preserving principal and providing liquidity. The Pool seeks to maintain a stable NAV of \$1.00 per share and the TERM Portfolio seeks to achieve a NAV of \$1.00 per share at the stated maturity.

**CASH RESERVE PORTFOLIO (POOL)**

A short-term cash reserve portfolio and cash management vehicle permitted as an investment for all local agencies under California Government Code Section 53601(p).

**TERM PORTFOLIO**

A fixed rate, fixed term portfolio rated AAAf by Fitch Ratings<sup>5</sup> and permitted as an investment for all local agencies under California Government Code Section 53601(p).

**POOL FACTS**

As of April 30, 2024

7-Day Net Yield <sup>1</sup>	5.45%
Monthly Distribution Yield <sup>2</sup>	5.44%
Weighted Average Maturity <sup>3</sup>	35 Days
Pool Rating <sup>4</sup>	AAAm by Standard and Poor's

**SERVICE PROVIDERS**

**Investment Adviser, Administrator and Transfer Agent:**  
 PFM Asset Management LLC

**Distributor:** PFM Fund Distributors, Inc

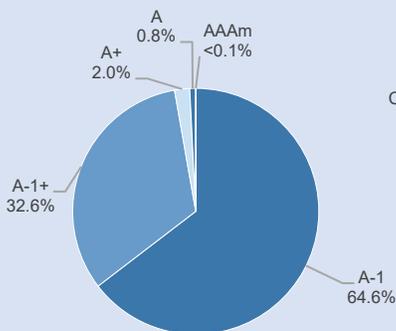
**Depository and Custodian:** U.S. Bank, N.A.

**Independent Auditor:** Ernst & Young LLC

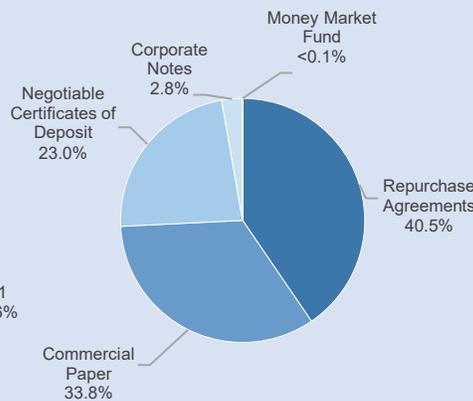
**Counsel:** Nossaman LLP

**Pool Diversification as of April 30, 2024**

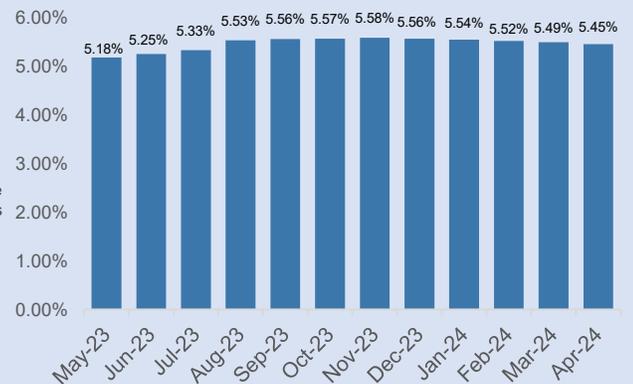
**Credit Quality Distribution**  
 (Standard & Poor's Fund Ratings)



**Sector Composition**



**Pool Performance (30-Day Net Yield<sup>6</sup> %)**



<sup>1</sup> 7-day net yield, also known as the current annualized yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7.

<sup>2</sup> The monthly distribution yield represents the net change in the value of a hypothetical account with a value of one share (normally \$1.00 per share) resulting from all dividends declared during a month by the Pool expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

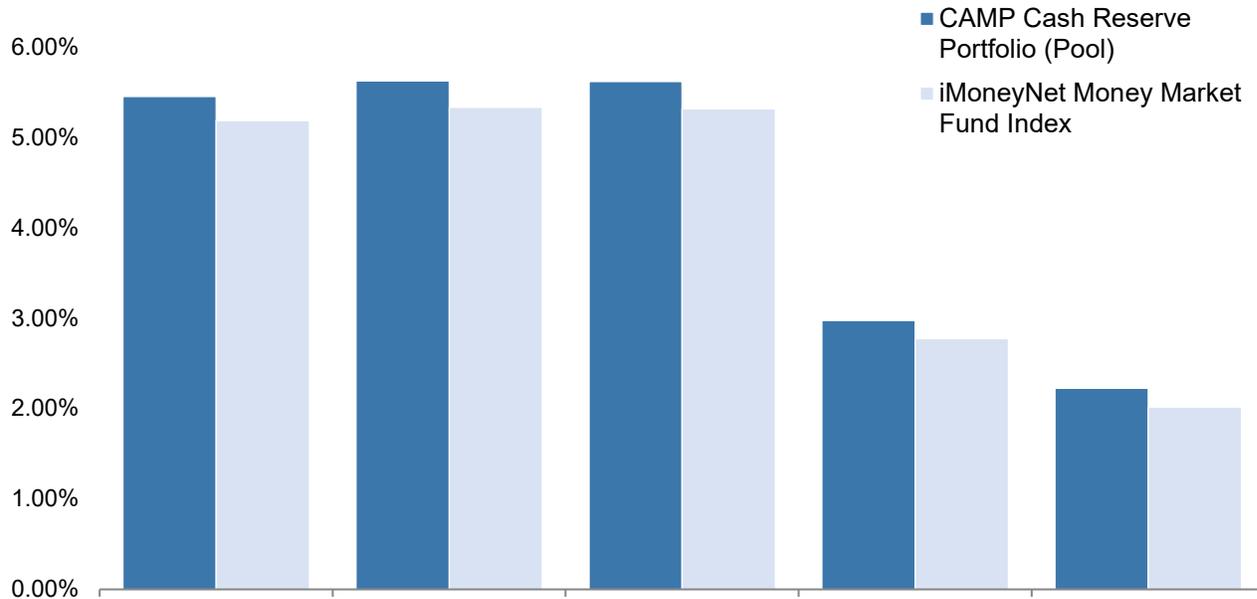
<sup>3</sup> Weighted Average Maturity: Calculated by the final maturity for a security held in the portfolio and the interest rate reset date. This is a way to measure a fund's sensitivity to potential interest rate changes.

<sup>4</sup> Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the AAAm rating signifies excellent safety of investment principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that the rating is not a "market" rating nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology, visit Standard & Poor's website ([http://www.standardandpoors.com/ratings/en\\_US/web/guest/home](http://www.standardandpoors.com/ratings/en_US/web/guest/home)).

<sup>5</sup> The AAAf rating reflects Fitch Ratings' ("Fitch") review of the Term program's investment and credit guidelines, the portfolio's credit quality and diversification, as well as the capabilities of PFM Asset Management LLC as investment adviser. It indicates the highest underlying credit quality (or lowest vulnerability to default). However, it should be understood that this rating is not a "market" rating nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology visit [www.fitchratings.com](http://www.fitchratings.com).

<sup>6</sup> As of the last day of the month. The 30-day yield represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a thirty-day base period expressed as a percentage of the value of one share at the beginning of the thirty-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 30.

## Average Annual Return as of April 30, 2024



	Month	3-Month	1-Year	3-Year	5-Year
CAMP Cash Reserve Portfolio (Pool)	5.45%	5.63%	5.62%	2.98%	2.23%
iMoney Market Fund Index	5.19%	5.34%	5.32%	2.78%	2.02%

**Must be preceded or accompanied by a Program Guide. For a current Program Guide, which contains more complete information, please visit <http://www.camponline.com/> or call 800-729-7665. Before investing, consider the investment objectives, risks, charges and expenses of the pool carefully. This and other information can be found in the Program Guide. Read the Program Guide carefully before you invest or send money.**

<sup>1</sup>Source: iMoneyNet First Tier Institutional Money Market Fund Average; benchmark yields are as of the last business day of each month. This index is comprised of funds rated in the top grade that invest in high-quality financial instruments with dollar-weighted average maturities of less than 60 days. It is not possible to invest directly in such an index.

Past performance is no guarantee of future results. Yields will fluctuate as market conditions change. The current fund performance may be higher or lower than that cited. The yields shown may reflect fee waivers by service providers that subsidize and reduce the total operating expenses of the Pool. Pool yields would be lower if there were no such waivers. Important disclosure information is provided on the following page.

CAMP® is a registered trademark and the CAMP logos and designs are trademarks owned by the California Asset Management Trust (Trust).

This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Trust's investment objectives, risks, charges and expenses before investing in the Trust. This and other information about the Trust is available in the Trust's current Information Statement, which should be read carefully before investing. A copy of the Trust's Information Statement may be obtained by calling 1-800-729-7665 or is available on the Trust's website at [www.camponline.com](http://www.camponline.com). While the Cash Reserve Portfolio seeks to maintain a stable net asset value of \$1.00 per share and the CAMP Term Portfolio seeks to achieve a net asset value of \$1.00 per share at the stated maturity, it is possible to lose money investing in the Trust. An investment in the Trust is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Trust are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) ([www.finra.org](http://www.finra.org)) and Securities Investor Protection Corporation (SIPC) ([www.sipc.org](http://www.sipc.org)). PFM Fund Distributors, Inc. is an affiliate of PFM Asset Management LLC.

**ITEM: ACTION ITEM****13. CONSIDER APPROVAL OF JOB DESCRIPTION, SALARY RANGE, AND AUTHORIZE SEARCH FOR ASSISTANT GENERAL MANAGER POSITION****Meeting Date: August 19, 2024 Budgeted: Yes****From: David J. Stoldt Program/ N/A  
General Manager Line Item: N/A****Prepared By: David J. Stoldt Cost Estimate:****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.**

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**SUMMARY:** In 2023, the Board recommended evaluating the need for additional leadership support in the District, considering anywhere from lower-level utility analysis support to an Assistant General Manager. In May of 2024, the Board adopted a strategic goal to hire an Assistant General Manager. This item will consider a job description, salary range, contract parameters, and authorization of a search.

**RECOMMENDATION:** The General Manager recommends that the Board (1) adopt the job description, (2) establish a salary range, (3) discuss and set limits on certain contract parameters, and (4) authorize the search and hiring of a qualified candidate.

**BACKGROUND:** The proposed job description is based upon similar “assistant” positions at Sonoma County Water Agency, Contra Costa Water District, Alameda County Water District, and the Monterey Peninsula Water Management District’s General Manager duties.

The salary survey results are based on several comparative agencies, adjusted for geographic differences in labor costs. Such salaries are “as of” currently posted amounts, although the relevant dates vary from agency to agency. The median salary at the top step in the survey is \$18,472 per month. This falls between the District’s Range 60 and Range 61 top step. The recommendation is to advertise the position at Range 61, which is a range of \$184,968 (Step A) to \$224,829 (Step E), annually.

Finally, it is recommended that the position be an “at will” position, subject to a contract, rather than a position slotted to fit the District salary scales and subject to the normal Unrepresented Bargaining Unit memorandum of understanding. As such, certain parameters will need to be established in advance in order to negotiate such a contract. The parameters include, but are not limited to the following, which should be discussed in closed session once viable candidates have been identified and interviewed:

Term	Number of years for initial contract
Severance	Pay-out upon termination at will
Vacation and leave	Prior accrual of vacation time; Management leave offered
Car allowance	For use of personal vehicle for District business
Deferred compensation	If any to be offered

## EXHIBITS

**13-A** Proposed Assistant General Manager Job Description

**13-B** Assistant General Manager Salary Survey

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**EXHIBIT 13-A****JOB DESCRIPTION****MONTEREY PENINSULA WATER MANAGEMENT DISTRICT  
ASSISTANT GENERAL MANAGER**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**DEFINITION**

Under administrative direction of the General Manager, plans, organizes, and coordinates Monterey Peninsula Water Management District (Water District) operations and services in conjunction with the General Manager the following areas: Water Resources, External Affairs, Administrative Services, Environmental Resources, and Maintenance and Operations; represents and acts on behalf of the General Manager in communication or meetings with the District Board, District Counsel, or others as otherwise assigned; may act on behalf of the General Manager during his/her absence or as designated.

Receives policy direction from the Board of Directors.

Exercises direct supervision over management, supervisory, professional, technical, and clerical staff.

**ESSENTIAL AND MARGINAL FUNCTION STATEMENTS**

*The following duties are typical for positions in this classification. Any single position may not perform all of these duties and/or may perform similar related duties not listed here:*

The Water District Assistant General Manager class is characterized by the responsibility to assist the General Manager in the overall management of activities related to the Water District's core functions of water supply planning and delivery, water permitting, water conservation, environmental compliance, and administrative services functions, including eventually being called upon in the future to directly manage one or more of the Water District's Divisions through supervisory role with managers and staff; coordinates assigned divisional activities with other programs.

Incumbents of this class exercise considerable discretion and independent judgment in the coordination and prioritization of duties and responsibilities assigned to District managers and employees, and may eventually assume direct supervisory responsibility. Administrative direction is provided by the General Manager through conferences, meetings, and written communication. There is significant latitude for independent judgment and action in defined areas of work. This classification is distinguished from the General Manager in that the latter is the chief executive

responsible for the effectiveness of all District operations, implementation of Board policy, and provides direction to this classification.

The position is an “at will” exempt position and is unrepresented in labor negotiations.

**Essential Functions:**

*Typical duties may include, but are not limited to, the following:*

1. Assists the General Manager in managing and directing activities of the Water District; develops, plans, and implements goals and objectives consistent with the Water District's mission, vision, strategic plan and key performance measures; utilizes performance planning techniques to identify, establish, achieve, and measure progress towards meeting these goals and objectives.
2. Directly or through subordinate managers, supervises District staff; selects, trains, motivates and evaluates District personnel; provides or coordinates staff training; establishes performance standards and evaluates performance; reviews performance evaluations and disciplinary recommendations made by subordinate managers; ensure appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of customer service delivery methods and procedures; allocate resources accordingly; and ensures that safe working conditions are maintained.
3. Prepares and recommends District policies and procedures to the General Manager; reports on the effectiveness of established policies and procedures, and recommends improvements and revisions.
4. In conjunction with the General Manager, directly oversees legislative and governmental affairs, as well as local entity external affairs; ensures that the Water District complies with changing regulatory requirements.
5. Works directly with the General Manager and assigned staff to develop the District's long-range water supply strategy/plan; Works with the District Engineer and other assigned staff as needed, creates and maintains District database related to water supply, demand, forecasting, climate, costs, rates, District regulatory reporting requirements, and local water retailer regulatory reporting requirements; Maintains such data at least annually; develops “dash board” for easy access and reporting.
6. Represents the Water District at meetings and hearings of the Board of Directors, District committees, and other groups or agencies; and participates in public hearings in order to present the District's position, provide information and clarification, and receive input from interested parties.

7. Attends management staff meetings to guide staff on projects, programs, and initiatives; confers with Water District staff regarding the implementation of capital improvement plans or other planned projects, and in reviewing the status progress of projects.
8. Analyzes departmental and divisional work programs; conducts studies of systems and procedures; evaluates divisional and departmental policies and rules and formulates improvements; develops and adapts work methods to meet changing needs and to simplify procedures.
9. When assigned, negotiates with individuals, corporations and other government agencies regarding permits, environmental impact reports, and inter-agency agreements.
10. Assists in review of bid packets, scope of work agreements and requests for proposals; executes agreements and contracts.
11. Assists in the procurement of funding from Federal or State funding sources through development of reports and presentations before boards or commissions, and/or elected officials and their staff.
12. Performs related duties as assigned.

## **QUALIFICATIONS**

**Thorough knowledge of:** Modern principles, practices, and methods of public administration and general management; principles and practices of management relating to water supply and distribution; principles and practices of supervision and performance management; principles and practices of budget and fiscal management; principles of organization and management applicable to local government; principles and methods of effective communication, facilitation, and teambuilding; contract administration and negotiation; laws, rules, ordinances and legislative processes controlling special agency functions, programs, and operations; and principles, practices, and methods of project management.

**Considerable knowledge of:** Utility operations, maintenance, and customer service; County government; Federal, State, and local agencies which work with the District; environmental regulations; citizen and public interest groups dealing with water matters; design, location, construction, and maintenance of public works, water resources, enhancement, and other public projects; computer systems, software applications, and modern business equipment to perform a variety of work tasks.

**Ability to:** Make good decisions; exercise independent judgment; analyze administrative problems and a variety of programs, systems, and procedures; develop goals, objectives, and performance measures consistent with District mission, vision, and strategic plans; plan, organize, coordinate, supervise, guide, motivate, and evaluate professional and technical employees;

communicate with others at all levels; deal tactfully, convincingly, and effectively with department personnel, government officials, representatives of interest groups, and the general public; communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax; demonstrate understanding of, sensitivity to, and respect for the diverse socio-economic, racial, ethnic, religious, and cultural backgrounds, diverse abilities, gender, gender identity and expression, and sexual orientation of District staff and communities served.

**Experience and Training Guidelines** – *Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

### **Experience**

Five years of increasingly responsible experience in water resources utility management, including three years of progressive administrative and supervisory responsibility, which included responsibility for the development and implementation of complex public works/utility projects, programs, goals, policies, and strategies.

### **Training**

Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, water resources administration, water resources planning, environmental studies, geography, economics, engineering, physical and biological sciences, or a related field. A Master's degree in a related field is a plus.

**Licenses/Certifications:** Possession of a valid certification of registration as a Professional Engineer issued by the State Board of Professional Engineers, Land Surveyors, and Geologists is desirable, but not necessary depending on other qualifications.

Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

## **WORKING CONDITIONS**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential job functions.*

### **Environmental Conditions:**

Office environment with some travel to attend meetings; work closely with others and work alone; irregular work hours; exposure to computer screens.

**Physical Conditions:**

Essential and marginal functions may require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; operating computer keyboard and calculator; use of both hands and fingers; repetitive motion using computer devices; speaking and hearing to exchange information; operation of motorized vehicles.

**Vision:**

See in the normal visual range with or without correction; vision sufficient to read small print, computer screens and other printed documents; specific vision abilities required by this job include close vision and depth perception.

**Hearing:**

Hear in the normal audio range with or without correction.



**EXHIBIT 13-B**

Monterey Peninsula Water Management District  
2024 Salary Survey

<u>Rank</u>	<u>Comparator Agency</u>	<u>Job Title</u>	<u>Top Monthly Salary</u>	<u>ERI Labor Adjustment Factor</u>	<u>Adjusted Top Monthly Salary</u>
	MPWMD	Assistant General Manager (Proposed)		0.0%	\$ -
1	Contra Costa Water District	Assistant General Manager	\$ 24,697	-5.5%	\$ 23,339
2	Sonoma County Water Agency	Assistant General Manager	\$ 21,480	2.8%	\$ 22,081
3	Monterey One Water	Assistant General Manager	\$ 21,745	0.0%	\$ 21,745
4	Marina Coast Water District	Deputy General Manager (Unfilled)	\$ 18,362	0.6%	\$ 18,472
5	Monterey County/MCWRA	Deputy General Manager	\$ 18,430	-0.1%	\$ 18,412
6	Soquel Creek Water District	Assistant General Manager	\$ 17,110	4.5%	\$ 17,880
7	Santa Cruz	Deputy Water Director	\$ 15,846	4.3%	\$ 16,527
8	Alameda County Water District			-5.8%	\$ -
9	Carmel Area Wastewater District	NO MATCH		0.0%	\$ -
10	East Bay MUD			-5.3%	\$ -
11	Marin Municipal Water District			-8.0%	\$ -
12	Pebble Beach CSD	NO MATCH		0.0%	\$ -
13	Santa Clara Valley Water District			-13.0%	\$ -
14	Seaside			0.6%	\$ -
15	State of California			4.9%	\$ -
			Median of Comparators:		\$ 18,472
			% MPWMD Above/Below:		N/A
			Average of Comparators:		\$ 19,779
			% MPWMD Above/Below:		N/A

**MPWMD SALARY SCHEDULE - REVISED**

General, Management, & Confidential Unit

Position Listing for FY 2024-25

Percentage between Ranges:	2.50%
Percentage between Steps:	5.00%
COLA Percentage Increase:	3.00%

RANGE	Rates by Step on Monthly Basis					STEP E
	A	B	C	D	E	ANNUAL
6	3,963.71	4,161.89	4,369.99	4,588.49	4,817.91	57,814.94
7	4,062.80	4,265.94	4,479.24	4,703.20	4,938.36	59,260.31
8	4,164.37	4,372.59	4,591.22	4,820.78	5,061.82	60,741.82
9	4,268.48	4,481.90	4,706.00	4,941.30	5,188.36	62,260.37
10	4,375.19	4,593.95	4,823.65	5,064.83	5,318.07	63,816.88
11	4,484.57	4,708.80	4,944.24	5,191.45	5,451.02	65,412.30
12	4,596.69	4,826.52	5,067.85	5,321.24	5,587.30	67,047.60
13	4,711.60	4,947.18	5,194.54	5,454.27	5,726.98	68,723.79
14	4,829.39	5,070.86	5,324.41	5,590.63	5,870.16	70,441.89
15	4,950.13	5,197.63	5,457.52	5,730.39	6,016.91	72,202.94
16	5,073.88	5,327.58	5,593.95	5,873.65	6,167.33	74,008.01
17	5,200.73	5,460.76	5,733.80	6,020.49	6,321.52	75,858.21
18	5,330.75	5,597.28	5,877.15	6,171.01	6,479.56	77,754.67
19	5,464.01	5,737.22	6,024.08	6,325.28	6,641.54	79,698.53
20	5,600.62	5,880.65	6,174.68	6,483.41	6,807.58	81,691.00
21	5,740.63	6,027.66	6,329.05	6,645.50	6,977.77	83,733.27
22	5,884.15	6,178.35	6,487.27	6,811.64	7,152.22	85,826.60
23	6,031.25	6,332.81	6,649.45	6,981.93	7,331.02	87,972.27
24	6,182.03	6,491.13	6,815.69	7,156.47	7,514.30	90,171.57
25	6,336.58	6,653.41	6,986.08	7,335.39	7,702.16	92,425.86
26	6,495.00	6,819.75	7,160.73	7,518.77	7,894.71	94,736.51
27	6,657.37	6,990.24	7,339.75	7,706.74	8,092.08	97,104.92
28	6,823.81	7,165.00	7,523.25	7,899.41	8,294.38	99,532.55
29	6,994.40	7,344.12	7,711.33	8,096.89	8,501.74	102,020.86
30	7,169.26	7,527.72	7,904.11	8,299.32	8,714.28	104,571.38
31	7,348.49	7,715.92	8,101.71	8,506.80	8,932.14	107,185.67
32	7,532.21	7,908.82	8,304.26	8,719.47	9,155.44	109,865.31
33	7,720.51	8,106.54	8,511.86	8,937.46	9,384.33	112,611.94
34	7,913.52	8,309.20	8,724.66	9,160.89	9,618.94	115,427.24
35	8,111.36	8,516.93	8,942.78	9,389.91	9,859.41	118,312.92
36	8,314.14	8,729.85	9,166.34	9,624.66	10,105.90	121,270.74
37	8,522.00	8,948.10	9,395.50	9,865.28	10,358.54	124,302.51
38	8,735.05	9,171.80	9,630.39	10,111.91	10,617.51	127,410.07
39	8,953.42	9,401.10	9,871.15	10,364.71	10,882.94	130,595.33
40	9,177.26	9,636.12	10,117.93	10,623.83	11,155.02	133,860.21
41	9,406.69	9,877.03	10,370.88	10,889.42	11,433.89	137,206.71
42	9,641.86	10,123.95	10,630.15	11,161.66	11,719.74	140,636.88
43	9,882.91	10,377.05	10,895.90	11,440.70	12,012.73	144,152.80
44	10,129.98	10,636.48	11,168.30	11,726.72	12,313.05	147,756.62
45	10,383.23	10,902.39	11,447.51	12,019.88	12,620.88	151,450.54
46	10,642.81	11,174.95	11,733.70	12,320.38	12,936.40	155,236.80
47	10,908.88	11,454.32	12,027.04	12,628.39	13,259.81	159,117.72
48	11,181.60	11,740.68	12,327.71	12,944.10	13,591.31	163,095.67
49	11,461.14	12,034.20	12,635.91	13,267.70	13,931.09	167,173.06
50	11,747.67	12,335.05	12,951.81	13,599.40	14,279.37	171,352.38
51	12,041.36	12,643.43	13,275.60	13,939.38	14,636.35	175,636.19
52	12,342.39	12,959.51	13,607.49	14,287.86	15,002.26	180,027.10
53	12,650.95	13,283.50	13,947.68	14,645.06	15,377.31	184,527.78
54	12,967.23	13,615.59	14,296.37	15,011.19	15,761.75	189,140.97
55	13,291.41	13,955.98	14,653.78	15,386.47	16,155.79	193,869.49
56	13,623.69	14,304.88	15,020.12	15,771.13	16,559.69	198,716.23
57	13,964.29	14,662.50	15,395.63	16,165.41	16,973.68	203,684.14
58	14,313.39	15,029.06	15,780.52	16,569.54	17,398.02	208,776.24
59	14,671.23	15,404.79	16,175.03	16,983.78	17,832.97	213,995.65
60	15,038.01	15,789.91	16,579.41	17,408.38	18,278.79	219,345.54
61	15,413.96	16,184.66	16,993.89	17,843.59	18,735.76	224,829.18
62	15,799.31	16,589.27	17,418.74	18,289.68	19,204.16	230,449.91
63	16,194.29	17,004.01	17,854.21	18,746.92	19,684.26	236,211.15
64	16,599.15	17,429.11	18,300.56	19,215.59	20,176.37	242,116.43
65	17,014.13	17,864.83	18,758.08	19,695.98	20,680.78	248,169.34

**ITEM: INFORMATIONAL ITEM/STAFF REPORT****16. REPORT ON ACTIVITY/PROGRESS ON CONTRACTS OVER \$25,000****Meeting Date: August 19, 2024 Budgeted: N/A****From: David J. Stoldt, General Manager Program/ Line Item No.: N/A****Prepared By: Nishil Bali Cost Estimate: N/A****General Counsel Review: N/A****Committee Recommendation: The Finance and Administration Committee reviewed this item on August 12, 2024.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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**SUMMARY:** Attached for review as **Exhibit 16-A** is a monthly status report on contracts over \$25,000 for the period June 2024. This status report is provided for information only, no action is required.

**EXHIBIT****16-A Status on District Open Contracts (over \$25k)**



**EXHIBIT 16-A**

**Monterey Peninsula Water Management District  
Status on District Open Contracts (over \$25K)  
For The Period June 2024**

Contract	Description	Date Authorized	Contract Amount	Prior Period Expended To Date	Current Period Spending	Total Expended To Date	Current Period Activity	P.O. Number	
1	Monterey One Water	PWM Expansion State Water Control Board Grant	9/22/2022	\$ 4,800,000.00	\$ -	\$ 819,674.25	\$ 819,674.25	Current period billing for Pure Water Expansion project through SWRCB	PO03753
2	Monterey One Water	Urban Community Drought Grant	9/22/2022	\$ 11,935,206.00	\$ 446,274.00		\$ 446,274.00		PO03726
3	DUDEK	IRWM IR2 Grant Administration	10/1/2022	\$ 90,510.00	\$ 577.50		\$ 577.50		PO03718
4	Colantuono, Highsmith, & Whatley, PC	MTA Legal services for appeal to Water Supply Charge	9/15/2021	\$ 50,000.00	\$ 28,334.08	\$ 861.00	\$ 29,195.08	Current period billing for legal services Water Supply Charge	PO03715
5	John K. Cohan dba Telemetrix	Consultant Services for Sleepy Hollow Facility	6/30/2023	\$ 29,600.00	\$ 12,015.49		\$ 12,015.49		PO03693
6	Rutan & Tucker, LLP	Measure J/Rule 19.8 Eminent Domain Phase IV	2/24/2023	\$ 200,000.00	\$ 107,892.86		\$ 107,892.86		PO03639
7	DeVeera Inc.	Surveillance Video Equipment & Installation	2/24/2023	\$ 37,955.00	\$ 35,951.71		\$ 35,951.71		PO03578
8	Telemetrix	Flood Repair Services for Sleepy Hollow Facility	1/23/2023	\$ 85,000.00	\$ 41,124.09		\$ 41,124.09		PO03556
9	Rincon Consultants, Inc.	Environmental Consulting Services for Water Allocation	5/25/2023	\$ 29,000.00	\$ 21,944.25		\$ 21,944.25		PO03525
10	Regional Government Services	HR Contracted Services for FY 2023-2024	6/20/2023	\$ 25,000.00	\$ 22,236.27		\$ 22,236.27		PO03499
11	Tyler Technologies	Incode Software Maintenance 09/2023-08/2024	6/20/2023	\$ 33,266.25	\$ 32,673.11		\$ 32,673.11		PO03476
12	Schaaf & Wheeler	Drawing Support Services	4/23/2023	\$ 30,000.00	\$ 6,752.50		\$ 6,752.50		PO03474
13	Lynx Technologies, Inc	GIS Consultant Contract for 2023-2024	6/20/2023	\$ 35,000.00	\$ 32,025.00	\$ 2,975.00	\$ 35,000.00	Current period billing for GIS services	PO03475
14	DeVeera Inc.	IT Managed Services Contract FY 2023-2024	6/15/2020	\$ 62,500.00	\$ 57,112.00	\$ 5,192.00	\$ 62,304.00	Current period billing for IT managed services	PO03433
15	JEA & Associates	Legislative and Administrative Services	6/20/2023	\$ 40,800.00	\$ 37,400.00	\$ 3,400.00	\$ 40,800.00	Current period retainer billing	PO03412
16	The Ferguson Group LLC	Contract for Legislative Services for FY 2023-2024	6/20/2023	\$ 75,600.00	\$ 66,207.53	\$ 6,000.00	\$ 72,207.53	Current period retainer billing	PO03411
17	Montgomery & Associates	Annual Groundwater Modeling Support	6/20/2023	\$ 55,000.00	\$ -		\$ -		PO03408
18	Maggiora Bros. Drilling, Inc	ASR Support from Maggiora Bros for Well Work	6/20/2023	\$ 50,000.00	\$ -		\$ -		PO03407
19	Pueblo Water Resources, Inc.	ASR Operations Support	6/20/2023	\$ 25,000.00	\$ -	\$ 587.50	\$ 587.50	Current period billing for ASR Operations Support	PO03406
20	CSC	Recording Fees	7/1/2023	\$ 50,000.00	\$ 40,000.00		\$ 40,000.00		PO03402
21	WellmanAD	Public Outreach Consultant	7/1/2023	\$ 106,500.00	\$ 95,600.00		\$ 95,600.00		PO03380
22	Montgomery & Associates	Tularcitos ASR Feasibility Study	3/20/2023	\$ 119,200.00	\$ 14,642.00		\$ 14,642.00		PO03368
23	Kevin Robert Knapp/ Tierra Plan LLC	Surface Water Data Portal	11/14/2022	\$ 27,730.00	\$ 24,025.81		\$ 24,025.81		PO03302
24	City of Monterey	MPWMD Local Water Project Development Grant	10/17/2022	\$ 25,000.00	\$ 14,955.50		\$ 14,955.50		PO03242
25	DeVeera Inc.	HP Smart Array 2062 SAN Server	12/12/2022	\$ 160,000.00	\$ 157,273.63		\$ 157,273.63		PO03222

**Monterey Peninsula Water Management District**  
**Status on District Open Contracts (over \$25K)**  
**For The Period June 2024**

Contract	Description	Date Authorized	Contract Amount	Prior Period Expended To Date	Current Period Spending	Total Expended To Date	Current Period Activity	P.O. Number
26	DeVeera Inc.	Board Conference Room A/V Upgrade	12/12/2022 \$ 30,000.00	\$ 19,012.00		\$ 19,012.00		PO03221
27	Access Monterey Peninsula	Board Conference Room A/V Upgrade	12/12/2022 \$ 25,000.00	\$ 24,383.71		\$ 24,383.71		PO03220
28	Montgomery & Associates	Annual Groundwater Modeling Support	6/20/2022 \$ 50,000.00	\$ 11,881.00		\$ 11,881.00		PO03193
29	Telemetrix	Consultant Services for Sleepy Hollow Facility	6/20/2022 \$ 27,060.00	\$ 24,554.64		\$ 24,554.64		PO03121
30	De Lay & Laredo	Measure J/Rule 19.8 Appraisal/Water Rights	8/15/2022 \$ 75,000.00	\$ 45,490.46		\$ 45,490.46		PO03113
31	Monterey One Water	PWM Expansion Project Amd #6	11/15/2021 \$ 1,200,000.00	\$ 909,545.39		\$ 909,545.39		PO03042
32	DeVeera Inc.	BDR Datto Services Contract FY 2022-2024	9/6/2019 \$ 43,920.00	\$ 37,332.00		\$ 37,332.00		PO03027
33	MBAS	ASR Water Quality	6/20/2022 \$ 40,000.00	\$ 14,202.00		\$ 14,202.00		PO02982
34	City of Sand City	IRWM Grant Reimbursement	3/28/2022 \$ 1,084,322.50	\$ 33,435.30		\$ 33,435.30		PO03093
35	Montgomery & Associates	Annual Groundwater Modeling support	11/15/2021 \$ 50,000.00	\$ 48,664.50		\$ 48,664.50		PO02849
36	DUDEK	Grant administration services for the Proposition 1 IRWM Implementation	12/14/2020 \$ 114,960.00	\$ 53,325.00	\$ 4,262.50	\$ 57,587.50	Current period billing for Prop 1 IRWM grant administration services	PO02847
37	Shute, Mihaly & Weinberger LLP	Measure J LAFCO Litigation Legal Services	1/1/2022 \$ 484,000.00	\$ 439,445.16	\$ 7,803.25	\$ 447,248.41	Current period billing for LAFCO Measure J litigation services	PO02843
38	Reiff Manufacturing	Quarantine tanks for the Sleepy Hollow steelhead facility	10/18/2022 \$ 48,000.00	\$ 40,350.00		\$ 40,350.00		PO02824
39	Tetra Tech, Inc.	Engineering services Sleepy Hollow Facility Upgrade	6/21/2021 \$ 67,500.00	\$ 46,108.64		\$ 46,108.64		PO02693
40	Monterey One Water	PWM Deep Injection Well #4 Design/Construction	9/21/2020 \$ 4,070,000.00	\$ 1,935,602.04		\$ 1,935,602.04		PO02604
41	Weston Solutions, Inc.	UXO Support Services	6/15/2020 \$ 26,378.70	\$ 6,521.66		\$ 6,521.66		PO02371
42	Pueblo Water Resources, Inc.	ASR SMWTF Engineering Services During Construction	10/21/2019 \$ 148,100.00	\$ 142,709.87		\$ 142,709.87		PO02163
43	U.S. Bank Equipment Finance	Copier machine leasing - 60 months	7/15/2019 \$ 52,300.00	\$ 50,682.61	\$ 871.81	\$ 51,554.42	Current period billing for photocopy machine lease	PO02108
44	DUDEK	Consulting Services for Prop 1 grant proposal	4/15/2019 \$ 95,600.00	\$ 94,315.05		\$ 94,315.05		PO01986
45	Tetra Tech, Inc.	Engineering services Sleepy Hollow Facility Upgrade	7/16/2018 \$ 30,000.00	\$ 26,878.87		\$ 26,878.87		PO01880
46	Pueblo Water Resources, Inc.	ASR Backflush Basin Expansion, CM services	7/16/2018 \$ 96,034.00	\$ 68,919.39		\$ 68,919.39		PO01778
47	Colantuono, Highsmith, & Whatley, PC	MPTA Legal Matter	7/1/2018 \$ 250,000.00	\$ 249,425.78		\$ 249,425.78		PO01707
48	Pueblo Water Resources, Inc.	SSAP Water Quality Study	8/21/2017 \$ 94,437.70	\$ 44,318.11		\$ 44,318.11		PO01510
49	Pueblo Water Resources, Inc.	Seaside Groundwater Basin Geochemical Study	1/24/2018 \$ 68,679.00	\$ 57,168.85		\$ 57,168.85		PO01628

**ITEM: INFORMATIONAL ITEM/STAFF REPORT****17. STATUS REPORT ON – PUBLIC’S OWNERSHIP OF MONTEREY WATER SYSTEM****Meeting Date: August 19, 2024**                      **Budgeted: N/A****From: David J. Stoldt,  
General Manager**                      **Program/  
Line Item No.: N/A****Prepared By: Nishil Bali**                      **Cost Estimate: N/A****General Counsel Review: N/A****Committee Recommendation: The Finance and Administration Committee reviewed this item on August 12, 2024.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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**SUMMARY:** Attached for review as **Exhibit 17-A** is a monthly status report on spending – Public’s Ownership of Monterey Water System for the period June 2024. This status report is provided for information only, no action is required.

**EXHIBIT****17-A** Status Report on Spending – Public’s Ownership of Monterey Water System



**Monterey Peninsula Water Management District  
 Status on Public's Ownership of Monterey Water System - Phase IV  
 Eminent Domain Proceedings through Bench Trial  
 Through June 2024**

<b>Contract</b>	<b>Date Authorized</b>	<b>Authorized Amount</b>	<b>Prior Period Spending</b>	<b>Current Period Spending</b>	<b>Total Expended To Date</b>	<b>Spending Remaining</b>	<b>Project No.</b>
1 Phase IV - Authorization (unallocated)	11/13/2023	\$ 50,000.00	\$ -		\$ -	\$ 50,000.00	
2 Eminent Domain Legal Counsel (Rutan)	12/16/2019	\$ 200,000.00	\$ 107,892.86	\$ 944.00	\$ 108,836.86	\$ 91,163.14	PA00009-01
3 Eminent Domain Legal Counsel (SMW)	12/16/2019	\$ 100,000.00	\$ 80,291.85	\$ 7,803.25	\$ 88,095.10	\$ 11,904.90	PA00009-02
4 Financial Services	8/21/2023	\$ 200,000.00	\$ 16,292.50		\$ 16,292.50	\$ 183,707.50	PA00009-03
5 District Legal Counsel		\$ 70,000.00	\$ 72,806.00	\$ 5,162.50	\$ 77,968.50	\$ (7,968.50)	PA00009-05
<b>Total</b>		<b>\$ 620,000.00</b>	<b>\$ 277,283.21</b>	<b>\$ 13,909.75</b>	<b>\$ 291,192.96</b>	<b>\$ 328,807.04</b>	

**Status on Public's Ownership of Monterey Water System - Phase III  
 Appraisal through Resolution of Necessity  
 Through October 2023**

<b>Contract</b>	<b>Date Authorized</b>	<b>Authorized Amount</b>	<b>Prior Period Spending</b>	<b>Current Period Spending</b>	<b>Total Expended To Date</b>	<b>Spending Remaining</b>	<b>Project No.</b>
1 Eminent Domain Legal Counsel	12/16/2019	\$ 200,000.00	\$ 98,283.28		\$ 98,283.28	\$ 101,716.72	PA00007-01
2 Appraisal Services	4/17/2023	\$ 220,000.00	\$ 220,000.75		\$ 220,000.75	\$ (0.75)	PA00007-03
3 District Legal Counsel	12/16/2019	\$ 100,000.00	\$ 46,361.50		\$ 46,361.50	\$ 53,638.50	PA00007-05
4 Real Estate Appraiser	8/15/2022	\$ 80,000.00	\$ 53,309.64		\$ 53,309.64	\$ 26,690.36	PA00007-06
5 Water Rights Appraisal	8/15/2022	\$ 75,000.00	\$ 45,490.46		\$ 45,490.46	\$ 29,509.54	PA00007-10
6 Contingency/Miscellaneous	12/16/2019	\$ -	\$ -		\$ -	\$ -	PA00007-20
<b>Total</b>		<b>\$ 675,000.00</b>	<b>\$ 463,445.63</b>	<b>\$ -</b>	<b>\$ 463,445.63</b>	<b>\$ 211,554.37</b>	

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

<b>Contract</b>	<b>Date Authorized</b>	<b>Authorized Amount</b>	<b>Prior Period Spending</b>	<b>Current Period Spending</b>	<b>Total Expended To Date</b>	<b>Spending Remaining</b>	<b>Project No.</b>
1 Eminent Domain Legal Counsel	9/20/2021	\$ 345,000.00	\$ 168,265.94		\$ 168,265.94	\$ 176,734.06	PA00005-01
2 CEQA Work	12/16/2019	\$ 134,928.00	\$ 134,779.54		\$ 134,779.54	\$ 148.46	PA00005-02
3 Appraisal Services	9/20/2021	\$ 430,000.00	\$ 188,683.75		\$ 188,683.75	\$ 241,316.25	PA00005-03
4 Operations Plan	12/16/2019	\$ 145,000.00	\$ 94,860.00		\$ 94,860.00	\$ 50,140.00	PA00005-04
5 District Legal Counsel	12/16/2019	\$ 40,000.00	\$ 162,254.16		\$ 162,254.16	\$ (122,254.16)	PA00005-05
6 MAI Appraiser	6/15/2020	\$ 170,000.00	\$ 76,032.00		\$ 76,032.00	\$ 93,968.00	PA00005-06
7 Jacobs Engineering	12/16/2019	\$ 87,000.00	\$ 86,977.36		\$ 86,977.36	\$ 22.64	PA00005-07
8 LAFCO Process	11/15/2021	\$ 240,000.00	\$ 217,784.62		\$ 217,784.62	\$ 22,215.38	PA00005-08
9 PSOMAS	9/20/2021	\$ 28,000.00	\$ 25,900.00		\$ 25,900.00	\$ 2,100.00	PA00005-09
10 Contingency/Miscellaneous/Uncommitted	12/16/2019	\$ 289,072.00	\$ 38,707.08		\$ 38,707.08	\$ 250,364.92	PA00005-20
<b>Total</b>		<b>\$ 1,909,000.00</b>	<b>\$ 1,194,244.45</b>	<b>\$ -</b>	<b>\$ 1,194,244.45</b>	<b>\$ 714,755.55</b>	
1 Measure J CEQA Litigation Legal Services	12/23/2020	\$ 200,000.00	\$ 141,280.62		\$ 141,280.62	\$ 58,719.38	PA00005-15
1 Measure J LAFCO Litigation Legal Services	1/1/2022	\$ 400,000.00	\$ 389,365.52		\$ 389,365.52	\$ 10,634.48	PA00005-16

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

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



**ITEM: INFORMATIONAL ITEM/STAFF REPORT****18. LETTERS RECEIVED AND SENT****Meeting Date:** August 19, 2024 **Budgeted:** N/A**From:** David J. Stoldt,  
General Manager **Program/  
Line Item No.:** N/A**Prepared By:** Sara Reyes **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 sent by and/or received by the Board Chair and/or General Manager between July 15, 2024, and August 14, 2024, 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 website at [www.mpwmd.net](http://www.mpwmd.net).

Author	Addressee	Date	Topic
<b>Robert S. Smith</b>	MPWMD Board	7/10/2024	Letter of Gratitude to MPWMD
<b>Coalition of Peninsula Businesses</b>	MPWMD Board	7/15/2024	Position Statement on Early Relief From the Cease and Desist Order









## EXHIBIT 19-A

### Final Minutes Monterey Peninsula Water Management District Water Demand Committee Thursday, April 4, 2024

#### Call to Order | Roll Call

General Manager Stoldt called the meeting to order at 1:44 p.m.

Committee members present: Alvin Edwards – Chair (arrived at 1:53 p.m.)  
Amy Anderson  
George Riley

Committee members absent: None

District staff members present: David J. Stoldt, General Manager  
Stephanie Locke, Water Demand Manager  
Sara Reyes, Sr. Office Specialist

District Counsel Present: David Laredo with De Lay and Laredo  
Michael Laredo with DeLay and Laredo  
Fran Farina with DeLay and Laredo

Comments from the Public: General Manager Stoldt opened public comment; *no comments were directed to the committee.*

#### Action Item

##### 1. Consider Adoption of October 2, 2023 Committee Meeting Minutes

General Manager introduced the matter and opened public comment; *no comments were directed to the committee.*

A motion was made by Riley with a second by Anderson to approve the October 2, 2023, Committee Meeting Minutes. The motion passed on a roll-call vote of 2-Ayes (Anderson and Riley), 0-Noes, and 1-Absent (Edwards).

#### Discussion Items

##### 2. Adopt 2024 Water Demand Committee Meeting Schedule

General Manager Stoldt introduced the matter and opened public comment; *no comments were directed to the committee.*

Director Riley offered a motion to adopt the 2024 meeting schedule. Director Anderson seconded the motion. The motion passed on a roll-call vote of 2-Ayes (Riley and Anderson), 0-Noes, and 1-Absent (Edwards).

### **3. Update on Water Allocation Process**

General Manager Stoldt presented information on the District’s Water Allocation Process which included discussion on:

- Activities to Date
- Overview of Allocation Process
- Basic Supply & Demand Assumptions
- Scenario Analysis & Results
- Water Supply v Demand Projection
- New Supply

Suggest Items to be Placed on a Future Agenda  
None

### **Adjournment**

There being no further business, Chair Edwards adjourned the meeting at 3:02 p.m.

/s/ Sara Reyes

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Sara Reyes, Board Clerk to the  
*MPWMD Water Demand Committee*

Approved by the MPWMD Water Demand Committee on August 1, 2024  
Received by the MPWMD Board of Director’s on August 19, 2024



**EXHIBIT 19-B**

**FINAL MINUTES**

**Monterey Peninsula Water Management District  
Finance and Administration Committee  
June 10, 2024**

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

**Call to Order**

Chair Riley called the meeting to order at 2:00 PM.

Committee members present: George Riley, Chair  
Alvin Edwards  
Marc Eisenhart (Alternate)

District staff members present: Nishil Bali, Chief Financial Officer /Administrative Services Manager  
Maureen Hamilton, District Engineer  
Cory Steinmetz, Assistant Hydrologist  
Stephanie Locke, Water Demand Manager  
Cory Hamilton, Associate Fisheries Biologist  
Sara Reyes, Executive Assistant/Board Clerk  
Simona Mossbacher, HR Coordinator/Contract Specialist

District Counsel present: Fran Farina, DeLay & Laredo

**Additions / Corrections to Agenda:**

Nishil Bali, Chief Financial Officer/Administrative Services Manager, reported that minor changes to items 16 and 21 will be discussed when the Committee reaches those items.

**Comments from the Public:**

None

**Action Items:**

1. **Consider Adoption of May 13, 2024 Committee Meeting Minutes**  
On a motion by Edwards and second by Riley, the minutes of the May 13, 2024 meeting were approved 2-0 (Edwards, and Riley), 0-Noes, and 1-Abstention (Eisenhart).
2. **Consider Recommendation to Authorize a Contract with Telemetry for Sleepy Hollow Steelhead Rearing Facility Monitoring and Control Systems**  
Cory Hamilton, Associate Fisheries Biologist, presented this item and answered questions from the

Committee. Following a discussion, staff informed the committee that they would include additional information in the report and exhibit to address insurance cost concerns raised by the Committee.

On a motion by Edwards and second by Riley the Finance and Administration Committee recommended that the Board authorize the General Manager to enter into an agreement with Telemetrix, Inc. for consultant services in an amount not to exceed \$34,908. The motion was unanimously approved 3 – 0.

**3. Consider Continuing Rebate Funding for California American Water Customers Unit Approval of the California American Water General Rate Case**

On a motion by Eisenhart and second by Edwards, the Finance and Administration Committee recommended that the Board approve the interim funding up to \$200,000 from July 1 through December 2024 for the rebate program from the District’s general reserve fund. The motion was approved unanimously on a 3 – 0 vote.

**4. Consider Recommendation to Authorize an Annual License Agreement with Monterey County for Water Wise Gardening in Monterey County**

On a motion by Edwards and second by Eisenhart, the Finance and Administration Committee recommended that the Board authorize the expenditure of \$5,000 to renew the internet license with GardenSoft for the Monterey County Water Wise Landscaping software. The motion was approved unanimously on a 3 – 0 vote.

**5. Consider Recommendation to Authorize Agreements for Outreach Advertising for Fiscal Year 2025**

On a motion by Eisenhart and second by Edwards, the Finance and Administration Committee recommended that the Board approve the expenditure of \$40,000 for advertising in Fiscal Year 2025. The motion was approved unanimously on a 3 – 0 vote.

**6. Consider Recommendation to Authorize a Contract with Corelogic Information Solutions, Inc. to Support Demand Management Programs**

On a motion by Eisenhart and second by Edwards, the Finance and Administration Committee recommended that the Board authorize the expenditure of up to \$25,000 for Fiscal Year 2024-2025 to access CoreLogic’s RealQuest Professional. The motion was approved unanimously on a 3 – 0 vote.

**7. Consider Recommendation to Authorize a Contract with Corporation Service Company – Recording Fees**

On a motion by Edwards and second by Eisenhart, the Finance and Administration Committee recommended that the Board approve the expenditure of \$60,000 for recording fees for Fiscal Year 2024-2025. The motion was approved unanimously on a 3 – 0 vote.

**8. Consider Recommendation to Amend Contract with Pueblo Water Resources, Inc. to provide Hydrogeologic Review for Water Distribution System Permits**

On a motion by Edwards and second by Eisenhart, the Finance and Administration Committee recommended that the Board authorize the General Manager to amend the current District professional services contract with Pueblo for a not to exceed amount of \$2,000 for FY 2024-2025. The motion was approved unanimously on a 3 – 0 vote.

**9. Consider Adoption of Resolution No. 2024-10 – Annual Update to Rule 24, Table 3, Capacity Fee History**

On a motion by Riley and second by Edwards, the Finance and Administration Committee

recommended that the Board adopt Resolution No. 2024-10 to update Rule 24, Table 3, Capacity Fee History. The motion was approved unanimously on a 3 – 0 vote.

**10. Consider Approval of Funding for Outreach Event “Sumer Splash Water Challenge Giveaway 5”**

Stephanie Locke, Water Demand Manager, reported on this item and answered questions from the Committee. After some discussion, the Committee suggested increasing the budgeted funds from \$15,000 to \$25,000 to increase public participation and provide additional prizes.

On a motion by Eisenhart and second by Edwards, the Finance and Administration Committee recommended that the Board approve the expenditure of budgeted funds for up to \$25,000 for this outreach event. The motion was approved unanimously on a 3 – 0 vote.

**11. Consider Approval of Funding and Continuation of the “Mulch Madness” Conservation Promotion**

On a motion by Eisenhart and second by Edwards, the Finance and Administration Committee recommended that the Board approve the expenditure of up to \$12,000 to partner with CAW for the Mulch Madness conservation program. The motion was approved unanimously on a 3 -0 vote.

**12. Consider Recommendation to Authorize a Contract with Etech Consulting for As-Needed Maintenance of the Accela Database**

Stephanie Locke, Water Demand Manager, reported on this item and answered questions from the Committee. Director Eisenhart requested staff to include the Etech agreement or information from the vendor as an attachment to the report that will be presented in the June 17, 2024 meeting packet.

On a motion by Eisenhart and second by Edwards, the Finance and Administration Committee recommended that the Board approve the expenditure of up to \$10,000 for Accela maintenance. The motion was approved unanimously on a 3 – 0 vote.

**13. Consider Recommendation to Authorize a Negotiated Contract with a Licensed C-57 Contractor for Repairs on ASR on an As-Needed Basis**

On a motion by Eisenhart and second by Edwards, the Finance and Administration Committee recommended that the Board authorize District staff to enter into a contract of up to \$60,000 to hire a licensed C-57 contractor for as needed repair of District-owned ASR facilities. The motion passed unanimously on a 3 – 0 vote.

**14. Consider Recommendation to Authorize a Contract with TJC and Associates, Inc. to Provide Electrical Support Services**

Maureen Hamilton, District Engineer provided a report on this item and answered questions from the Committee. The Committee suggested that the TJC Summary of Qualifications not be included in the June 17, 2024, Board Meeting packet to reduce the amount of paper. Director Eisenhart also noted that this information is available online under Item 14 of the June 10, 2024, Finance and Administration Committee meeting packet.

On a motion by Edwards and second by Eisenhart, the Finance and Administration Committee recommended that the Board authorize the General Manager or his designee to enter into a contract with TJC and Associates, Inc. to provide electrical engineering support services to MPWMD for an amount not to exceed \$45,000. The motion passed unanimously on a 3 – 0 vote.

**15. Consider Recommendation to Authorize a Contract with Schaaf & Wheeler to Provide Drawing Support Services**

Maureen Hamilton, District Engineer, reported on this item and answered questions from the committee. Fran Farina, District Counsel, reported that she would research the possibility of obtaining As-Build drawings for future operational purposes.

On a motion by Eisenhart and second by Edwards, the Finance and Administration Committee recommended that the Board authorize the General Manager or his designee to enter into a contract with Schaaf & Wheeler to provide drawing support services to MPWMD for an amount not to exceed \$30,000. The motion passed unanimously on a 3 – 0 vote.

**16. Consider Recommendation to Authorize Monterey Bay Analytical Services to Provide Laboratory Support for Aquifer Storage and Recovery, Watermaster Monitoring and Maintenance Plan, and Carmel Valley Alluvial Aquifer Water Quality Monitoring**

On a motion by Edwards and second by Riley, the Finance and Administration Committee recommended that the Board authorize the General Manager to approve expenditures in an amount not to exceed \$30,000 to complete laboratory analysis related to the ASR, Watermaster, and District Programs FY 2024-2025. The motion passed unanimously on a 3 – 0 vote.

**17. Consider Recommendation to Authorize a Contract with Montgomery and Associates to Provide Groundwater Modeling Support to the District**

On a motion by Edwards and second by Riley, the Finance and Administration Committee recommended that the Board authorize and direct the General Manager to enter into a contract amendment with Montgomery and Associates to provide groundwater modeling support to the District in an amount not to exceed \$55,000. The motion passed unanimously on a 3 – 0 vote.

**18. Consider Recommendation to Extend Cooperative Agreement with the United States Geological Survey for Streamflow Gaging in Water Year 2025**

Maureen Hamilton, District Engineer and Cory Steinmetz, Assistant Hydrologist, reported on this item and answered questions from the committee. After discussion, staff reported it will provide a draft agreement for review and approval by the Board at its June 17, 2024 meeting.

On a motion by Eisenhart and second by Edwards, the Finance and Administration Committee recommended that the Board authorize the General Manager to execute the agreement with the USGS providing cooperative investigation of the water resources within the District for Water Year (WY) 2025 for an amount not to exceed \$17,500. The motion passed unanimously on a 3 – 0 vote.

**19. Consider Recommendation to Authorize a Contract with OnPoint Generators Inc. to Provide and Install a Generator**

On a motion by Edwards and second by Eisenhart, the Finance and Administration Committee recommended that the Board authorize the General Manager or his designee to enter into a contract with OnPoint Generators, Inc. to provide and install a 48 KW Generator in the amount of \$58,900 plus any applicable taxes and approve a 5% contingency for this project. The motion passed unanimously on a 3 – 0 vote.

**20. Consider Adoption of Treasurer’s Report for April 2024**

On a motion by Edwards and second by Riley, the Finance and Administration Committee recommended that the Board adopt the April 2024 Treasurer’s Report and Statement of Revenues and Expenditures and ratify the disbursements made during the month. The motion passed unanimously

on a 3 – 0 vote.

**21. Consider Adoption of Resolution No. 2024-08 Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property-Related Fees and Charges**

On a motion by Edwards and second by Eisenhart, the Finance and Administration Committee recommended that the Board review and adopt Resolution No. 2024-08 and authorize the County of Monterey for collection of Water Supply Charge on the property tax bill. The motion passed unanimously on a 3 – 0 vote.

**Informational Items:**

**22. 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.

**23. Status Report on Spending – Public’s Ownership of Monterey Water System**

This item was presented as information to the committee.

**Discussion Item:**

**24. Review Draft June 17, 2024 Special and Regular Board Meeting Agenda**

The committee examined and discussed the agenda and made no changes.

**Adjournment**

There being no further business, Chair Riley adjourned the meeting at 4:06 PM.

/s/ Sara Reyes

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

Reviewed and Approved by the MPWMD Finance and Administration Committee on August 12, 2024.  
Received by the MPWMD Board of Directors on August 19, 2024.

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**ITEM: INFORMATIONAL ITEM/STAFF REPORT****20. MONTHLY ALLOCATION REPORT****Meeting Date:** August 19, 2024 **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, 2024, a total of **26.821** acre-feet (**7.9%**) of the Paralta Well Allocation remained available for use by the Jurisdictions. Pre-Paralta water in the amount of **30.501** acre-feet is available to the Jurisdictions, and **28.123** acre-feet is available as public water credits.

**Exhibit 20-A** shows the amount of water allocated to each Jurisdiction from the Paralta Well Allocation, the quantities permitted in July 2024 (“changes”), and the quantities remaining. The Paralta Allocation had no debits in July 2024.

**Exhibit 20-A** also shows additional water available to each of the Jurisdictions. 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 20-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 20-C**.

**EXHIBITS****20-A** Monthly Allocation Report**20-B** Monthly Entitlement Report**20-C** District’s Water Allocation Program Ordinances



**EXHIBIT 20-A**  
**MONTHLY ALLOCATION REPORT**  
 Reported in Acre-Feet  
 For the month of July 2024

Jurisdiction	Paralta Allocation*	Changes	Remaining	PRE-Paralta Water	Changes	Remaining	Public Credits	Changes	Remaining	Total Available
<b>Airport District</b>	8.100	0.000	5.197	0.000	0.000	0.000	0.000	0.000	0.000	5.197
<b>Carmel-by-the-Sea</b>	19.410	0.000	1.398	1.081	0.000	1.081	0.910	0.000	0.182	2.661
<b>Del Rey Oaks</b>	8.100	0.000	0.000	0.440	0.000	0.000	0.000	0.000	0.000	0.000
<b>Monterey</b>	76.320	0.000	0.298	50.659	0.000	0.181	38.121	0.000	2.451	2.920
<b>Monterey County</b>	87.710	0.000	10.578	13.080	0.000	0.352	7.827	0.000	1.181	12.121
<b>Pacific Grove</b>	25.770	0.000	0.000	1.410	0.000	0.014	15.874	0.000	0.002	0.016
<b>Sand City</b>	51.860	0.000	0.000	0.838	0.000	0.000	24.717	0.000	23.163	23.163
<b>Seaside</b>	65.450	0.000	0.743	34.438	0.000	28.873	2.693	0.000	1.144	30.760
<b>District Reserve</b>	9.000	0.000	8.607	N/A			N/A			8.607
<b>TOTALS</b>	<b>342.720</b>	<b>0.000</b>	<b>26.821</b>	<b>101.946</b>	<b>0.000</b>	<b>30.501</b>	<b>90.142</b>	<b>0.000</b>	<b>28.123</b>	<b>85.445</b>

Allocation Holder	Water Available	Changes this Month	Total Demand from Water Permits Issued	Remaining Water Available
<b>Quail Meadows</b>	33.000	0.000	32.320	0.680
<b>Water West</b>	12.760	0.000	10.092	2.668

\* Does not include 15.280 Acre-Feet from the District Reserve prior to adoption of Ordinance No. 73.



**EXHIBIT 20-B**  
**MONTHLY ALLOCATION REPORT**  
**ENTITLEMENTS**  
**Reported in Acre-Feet**  
**For the month of July 2024**

**Recycled Water Project Entitlements**

<b>Entitlement Holder</b>	<b>Entitlement</b>	<b>Changes this Month</b>	<b>Total Demand from Water Permits Issued</b>	<b>Remaining Entitlement/and Water Use Permits Available</b>
<b>Pebble Beach Co. *</b>	191.470	0.000	32.282	159.188
<b>Del Monte Forest Benefited Properties (Pursuant to Ord No. 109)</b>	173.530	1.963	79.184	94.346
<b>Macomber Estates</b>	10.000	0.000	10.000	0.000
<b>Griffin Trust</b>	5.000	0.000	4.829	0.171
<b>CAWD/PBCSD Project Totals</b>	<b>380.000</b>	<b>1.963</b>	<b>126.295</b>	<b>253.705</b>

<b>Entitlement Holder</b>	<b>Entitlement</b>	<b>Changes this Month</b>	<b>Total Demand from Water Permits Issued</b>	<b>Remaining Entitlement/and Water Use Permits Available</b>
<b>City of Sand City</b>	206.000	0.065	23.234	182.766
<b>Malpas Water Company</b>	80.000	0.132	23.330	56.670
<b>D.B.O. Development No. 30</b>	13.950	0.000	3.913	10.037
<b>City of Pacific Grove</b>	38.390	0.000	17.649	20.741
<b>Cypress Pacific</b>	3.170	0.000	3.170	0.000
<b>City of Seaside</b>	10.817	0.000	10.817	0.000

\* Increases in the Del Monte Forest Benefited Properties Entitlement will result in reductions in the Pebble Beach Co. Entitlement.



## EXHIBIT 20-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.

In addition to releasing water from the development of the Paralta Well, Ordinance No. 70 established a "special reserve" of 12.76 acre-feet of water saved by system improvements to the former Water West System when it was purchased and integrated into Cal-Am. This reserve was made available to properties in the former Water West System on a first-come, first-served basis. The ordinance also increased Cal-Am's production limit for savings related to the annexation of the Quail Meadows subdivision.

**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.



As part of the Non-Residential compliance effort, MPWMD notifies California American Water (Cal-Am) of properties with landscaping. Cal-Am staff then schedules an outdoor audit to verify compliance with the Rate Best Management Practices (BMPs). (Compliance with MPWMD's Rule 143 achieves Rate BMP compliance for indoor water uses.) Properties with landscaping must comply with Cal-Am's outdoor Rate BMPs to avoid rates in Division 4 (customers that are not in compliance with Rate BMPs). Rate BMPs are used to determine the appropriate Non-Residential rate division for each customer (there are four different rates based on the amount of irrigated area and compliance/noncompliance with the Rate BMPs).

MPWMD referred **no** property 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 Waste occurrences at [www.mpwmd.net](http://www.mpwmd.net) or [www.montereywaterinfo.org](http://www.montereywaterinfo.org). There was **one** Water Waste responses during the past month. There were **no** repeated incidents that resulted in a fine.

## **II. WATER DEMAND MANAGEMENT**

A. Permit Processing

District Rule 23 requires a Water Permit application for all properties that propose to expand or modify water use on a Site, including New Construction and Remodels. District staff processed and issued **55** Water Permits. **Nine** permits were issued using Water Entitlements (Pebble Beach Company, Malpaso Water, Sand City, etc.). **No** permits involved a debit to a Public Water Credit account. **Nine** Meter Split Permits and **eleven** Hydrant Meter Permits were issued.

District Rule 24-3-A allows the addition of a second Bathroom in an existing Dwelling Unit that has only one Bathroom. Of the **55** Water Permits issued, **none** were issued under this provision.

B. Permit Compliance

Staff completed **78** site inspections during July. **55** properties passed the interior inspection, and **nine** properties failed due to unpermitted fixtures. **Nine** properties were inspected to complete a Landscape Water Permit: **none** failed.

C. Notary Services

District staff provided Notary services for **46** customers.

D. Rebates

The District processes rebate applications to ensure that only voluntary replacement of higher efficiency devices receive rebates. The comprehensive list of available rebates can be found in [Rule 141](#).

## **EXHIBIT**

### **21-A Rebate report for July 2024**

REBATE PROGRAM SUMMARY		July-2024			2024 YTD		1997 - Present	
<b>I. Application Summary</b>								
A.	Applications Received	110			560		31,566	
B.	Applications Approved	97			483		24,745	
C.	Single Family Applications	97			478		27,631	
D.	Multi-Family Applications	0			4		1,628	
E.	Non-Residential Applications	0			1		363	
<b>II. Type of Devices Rebated</b>		Number of Devices	Rebate Paid	Estimated AF	Gallons Saved	Year to Date Number	Year to Date Paid	Year to Date Estimated AF
A.	High Efficiency Toilet (HET)	13	\$975.00	0.065000	21,180	69	\$5,449.00	0.34500
B.	Ultra HET			0.000000	0	18	\$2,250.00	0.18000
C.	Toilet Flapper			0.000000	0	0	\$0.00	0.00000
D.	High Efficiency Dishwasher	6	\$750.00	0.018000	5,865	82	\$10,623.00	0.24600
E.	High Efficiency Clothes Washer - Res	29	\$14,500.00	0.466900	152,140	228	\$114,450.99	3.67080
F.	High Efficiency Clothes Washer - Com			0.000000	0	1	\$1,000.00	0.09000
G.	Instant-Access Hot Water System			0.000000	0	7	\$1,400.00	0.03500
H.	Zero Use Urinals			0.000000	0	0	\$0.00	0.00000
I.	Pint Urinals			0.000000	0	0	\$0.00	0.00000
J.	Cisterns			0.000000	0	6	\$4,532.20	0.00000
K.	Smart Controllers	2	\$300.00	0.000000	0	10	\$1,648.97	0.00000
L.	Rotating Sprinkler Nozzles			0.000000	0	0	\$0.00	0.00000
M.	Moisture Sensors			0.000000	0	1	\$25.00	0.00000
N.	Lawn Removal & Replacement			0.000000	0	0	\$0.00	0.00000
O.	Graywater			0.000000	0	0	\$0.00	0.00000
P.	Other - Smart Flowmeter	51	\$9,919.00	0.000000	0	85	\$16,223.99	0.00000
Q.	Smart Toilet Leak Detectors			0.000000	0	0	\$0.00	0.00000
<b>III. TOTALS</b>		101	\$26,444.00	0.549900	179,185	507	\$157,603.15	4.56680
<b>IV. TOTALS Since 1997</b>							Paid Since 1997: \$ 6,516,358	596.8 Acre-Feet Per Year Saved Since 1997 (from quantifiable retrofits)



**ITEM: INFORMATIONAL ITEM/STAFF REPORT****22. CARMEL RIVER FISHERY REPORT FOR JULY 2024****Meeting Date:** August 19, 2024 **Budgeted:** N/A**From:** David J. Stoldt,  
General Manager **Program/  
Line Item No.:** N/A**Prepared By:** Cory Hamilton **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:** Above average rainfall this spring kept river flows well above the long-term average for this time of the year. The river is still connected to the lagoon. Steelhead migration conditions were adequate for juvenile fish in the mainstem, but most tributaries have gone intermittent. Low flow MOA conditions were met on July 8<sup>th</sup>, Los Padres reservoir ceased spilling and began utilizing storage on July 12<sup>th</sup>. Stream conditions continue to slowly degrade as we continue through the summer months.

July's streamflow at the Sleepy Hollow Weir gaging station ranged from 13 to 25 cfs (mean 16.7 cfs), while flows at the Highway 1 gage ranged from 5.5 to 24 cfs (mean 12.3).

There was no rainfall in July as recorded at the San Clemente gauge. The total rainfall for Water Year (WY) 2024 (which started October 1, 2023) is 24.17 inches, or 115% of the long-term year-to-date average of 21.05 inches.

**FISH RESCUE:** Staff started conducting rescues on May 13<sup>th</sup> in tributaries as they began to dry back. All fish were released into the Carmel River at the tributary's confluence. At the end of July, a total of 5,278 fish have been rescued (4,830 YOY, 415 yearlings, and 28 mortalities) out of the tributaries. Staff continues to monitor degrading conditions in the lower mainstem Carmel River in case rescues need to be initiated there.

**CARMEL RIVER LAGOON:** In July, the lagoon's Water Surface Elevation (WSE) ranged from approximately 4.8-8.8 feet (NGVD 1988) (see graph below). Water quality depth-profiles were conducted at five sites on July 24, 2024, while the lagoon mouth was open and experiencing tidal overwash, water surface elevation was 8.8 feet at the time of sampling, and river inflow was approximately 8 cfs. The North Arm of the lagoon is dry. Steelhead migration conditions were still adequate with connection to both the river and the ocean. There is a salinity stratification layer at about 1.0 meter depth, below this depth salinity increases sharply. High salinity observations reduce the amount of suitable habitat for juvenile fish. Salinity levels ranged from 1-28 parts per thousand (ppt), water temperatures ranged from 65-76 degrees Fahrenheit, and dissolved oxygen (DO) levels ranged from 4.8-19.8 mg/l.

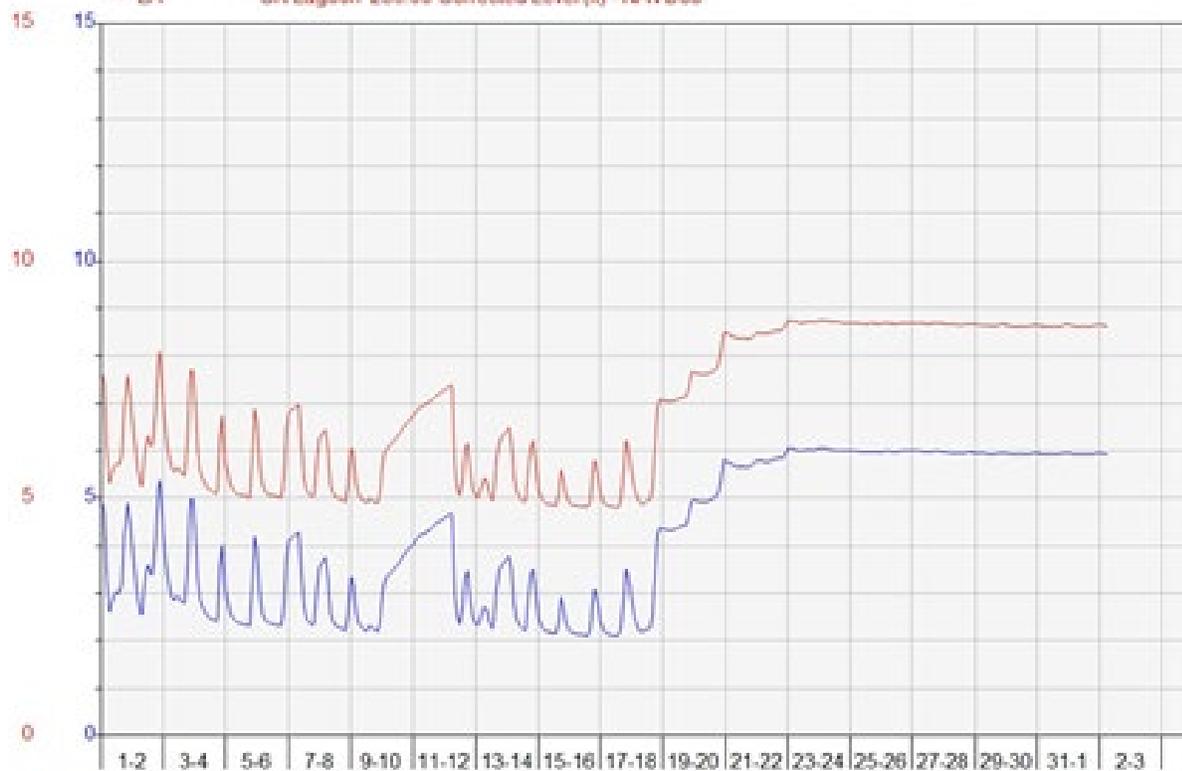
### Monterey Peninsula Water Management District

HYPL01 V124 Output 08/02/2024

Period 35 Day 07/01/2024 to 08/05/2024

2024

- LA CR Lagoon 232.00 Raw Level (ft) - NGVD29
- LA CR Lagoon 236.00 Corrected Level (ft) - NAVD88



**ITEM: INFORMATIONAL ITEM/STAFF REPORT****23. MONTHLY WATER SUPPLY AND CALIFORNIA AMERICAN WATER PRODUCTION REPORT****Meeting Date:** August 19, 2024 **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 23-A** shows the water supply status for the Monterey Peninsula Water Resources System (MPWRS) as of **August 1, 2024**. 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 23-A** is for Water Year (WY) 2024 and focuses on three 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** 2024 totaled **0.00 inches** and brings the cumulative rainfall total for WY 2024 to **24.17 inches**, which is **115%** of the long-term average through **July**. Estimated unimpaired runoff through **May** totaled **1,030 acre-feet (AF)** and brings the cumulative runoff total for WY 2024 to **82,544 AF**, which is **120%** of the long-term average through **July**. Usable storage for the MRWPRS was **28,220 acre-feet**, which is **95%** of average through **July**, and equates to **85%** 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 3,376 AF of water from the Carmel River in WY 2024. Through **July**, using the CDO accounting method, Cal-Am has produced **2,453 AF** from the Carmel River (excluding **410 AF** of Table 13 and **57 AF** of Mal Paso.) In addition, under the Seaside Basin Decision, Cal-Am is allowed to produce 1,474 AF of water from the Coastal Subareas and 0 AF from the Laguna Seca Subarea of the Seaside Basin in WY 2024. Through **July**, Cal-Am has produced **1,408 AF** from the Seaside Groundwater Basin. Through **July**, **1,519 AF** of Carmel River Basin groundwater have been diverted for Seaside Basin injection; **0 AF** have been recovered for customer use, **410 AF** have been diverted under Table 13 water rights, and **2,791 AF** of Pure Water Monterey recovered. Cal-Am has produced **7,208 AF** for customer use from all sources through **July**. **Exhibit 23-B** 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.

**EXHIBITS****23-A** Water Supply Status: **August 1, 2024****23-B** Monthly Cal-Am production by source: WY 2024



**EXHIBIT 23-A**

**Monterey Peninsula Water Management District  
Water Supply Status  
August 1, 2024**

<b>Factor</b>	<b>Oct – Jul 2024</b>	<b>Average To Date</b>	<b>Percent of Average</b>	<b>Oct – Jul 2023</b>
<b>Rainfall</b> (Inches)	24.17	21.05	115%	35.19
<b>Runoff</b> (Acre-Feet)	82,544	68,580	120%	207,792
<b>Storage</b> <sup>5</sup> (Acre-Feet)	28,220	29,750	95%	28,490

**Notes:**

1. Rainfall and runoff estimates are based on measurements at San Clemente Dam. Annual rainfall and runoff at Sleepy Hollow Weir average 21.22 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 1922-2022 and 1902-2022 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 1989-2022 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 33,130 acre-feet.



## Production vs. CDO and Adjudication to Date: WY 2024

(All values in Acre-Feet)

Year-to-Date Values	MPWRS				Water Projects and Rights					
	Carmel River Basin <sup>2, 6</sup>	Seaside Groundwater Basin		MPWRS Total	ASR Recovery	PWM Recovery	Table 13 <sup>7</sup>	Sand City <sup>3</sup>	Water Projects and Rights Total	
		Coastal	Laguna Seca							Ajudication Compliance
Target	2,685	1,630	0	1,630	<b>4,315</b>	200	2,845	138	250	<b>3,433</b>
Actual <sup>4</sup>	2,453	1,301	107	1,408	<b>3,862</b>	0	2,791	410	88	<b>3,289</b>
Difference	232	328	<b>-107</b>	222	<b>453</b>	200	54	<b>-272</b>	162	<b>144</b>
WY 2023 Actual	1,855	1,414	87	1,501	<b>3,356</b>	284	2,707	511	152	<b>3,655</b>

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, 1519 AF and 410 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 2024

(All values in Acre-Feet)

	Carmel River Basin	Table 13	Mal Paso	Seaside Basin	ASR Recovery	PWM Recovery	Sand City	Total
Oct-23	220	0	7	347	0	254	0	828
Nov-23	224	0	6	169	0	305	19	724
Dec-23	192	0	5	40	0	393	17	647
Jan-24	278	23	5	38	0	270	0	613
Feb-24	40	94	6	38	0	380	0	558
Mar-24	155	101	6	39	0	324	0	625
Apr-24	158	98	5	38	0	339	0	639
May-24	157	94	4	232	0	300	10	797
Jun-24	559	0	5	192	0	61	16	833
Jul-24	471	0	8	275	0	164	26	944
Aug-24								
Sep-24								
<b>Total</b>	<b>2,453</b>	<b>410</b>	<b>57</b>	<b>1,408</b>	<b>0</b>	<b>2,791</b>	<b>88</b>	<b>7,208</b>
WY 2023	1,855	511	78	1,812	284	2,707	152	7,400

1. This table is produced as a proxy for customer demand.
2. Numbers are provisional and are subject to update.



## Supplement to August 19, 2024 MPWMD Board Packet

Attached are copies of letters sent and/or received between **July 15, 2024** and **August 14, 2024**. These letters are listed in the Monday, August 19, 2024 Board Packet under Letters Received.

Author	Addressee	Date	Topic
<b>Robert S. Smith</b>	MPWMD Board	7/10/2024	Letter of Gratitude to MPWMD
<b>Coalition of Peninsula Businesses</b>	MPWMD Board	7/15/2024	Position Statement on Early Relief From the Cease and Desist Order



DEPARTMENT OF THE NAVY  
NAVAL SUPPORT ACTIVITY MONTEREY  
271 STONE ROAD  
MONTEREY CA 93943-5189

IN REPLY REFER TO:  
11000  
Ser N00/145  
July 10, 2024

Monterey Peninsula Water Management District  
c/o Board of Directors  
P.O. Box 85  
Monterey, CA 93942-0085

Dear Directors:

SUBJECT: LETTER OF GRATITUDE TO MONTEREY PENINSULA WATER  
MANAGEMENT DISTRICT

As the Commanding Officer of Naval Support Activity Monterey (NSAM), I want to express my gratitude to General Manager David Stoldt and the hardworking team at the Monterey Peninsula Water Management District (MPWMD) for assisting the Navy with the National Environmental Protection Act (NEPA) Environmental Assessment of a proposed Naval Innovation Center.

In August 2023, NSAM requested MPWMD act as a partnering agency for this assessment, and MPWMD staff was instrumental in providing feedback and substantive comments for the Navy's consideration of this large project's environmental impact. Your contributions regarding water and water policy were invaluable, and we appreciate the subject matter expertise provided in MPWMD's thoughtful feedback.

We look forward to working with Mr. Stoldt and staff again during the forthcoming water allocation process, and we appreciate your continued support and consideration of the Navy and its mission needs.

Sincerely,

A handwritten signature in black ink, appearing to read "R. S. Smith", is positioned above the typed name.

ROBERT S. SMITH  
Captain, U.S. Navy  
Commanding Officer

**COALITION OF PENINSULA BUSINESSES**  
**Position Statement on Early Relief From the**  
**Cease and Desist Order and Related Construction Moratoria**  
**July 15, 2024**

The Coalition of Peninsula Businesses (CPB) supports the effort to persuade the State Water Resources Control Board (SWRCB) to lift the 1995 Cease and Desist Order (CDO) early-in recognition of community efforts to develop alternative water supplies and reduce water use to levels to prevent overuse of Carmel River water. The Coalition's support is contingent on continued progress and completion of the Monterey Peninsula Water Supply Project (MPWSP). If completion of the MPWSP is delayed, frustrated or impeded, or if proponents of the 'lift the CDO' effort use this action to in any way argue or suggest that the MPWSP is no longer needed, the Coalition's support is rescinded.

Finding a permanent and sustainable source of water to lift the CDO and its related construction moratoria has been the highest priority of the Coalition of Peninsula Businesses since its founding. That is why the Coalition supports completion and operation of the MPWSP as the only means of securing a sustainable and permanent source of water for the Peninsula to replace water taken in excess of 3,376 acre-feet per year from the Carmel River. The anticipated completion of the Pure Water Monterey expansion does not provide the permanent and sustainable water supply

The SWRCB specifies in the CDO that lifting the CDO requires a certification from Cal Am that it has found and substituted a permanent source of water to replace water taken in excess of 3,376 acre-feet per year from the Carmel River and that the SWRCB Deputy Director for Water Rights must concur in writing. The CDO does not specify any alternative for lifting the CDO.