

This meeting has been noticed according to the Brown Act rules.



AGENDA
**Finance and Administration Committee
of the Monterey Peninsula Water Management District**

Monday, June 12, 2023 at 2:00 PM [PST]

Meeting Location: MPWMD -- Main Conference Room
5 Harris Court, Building G, Monterey, CA 93940
[Hybrid: In-Person and via Zoom]

To join by Zoom, please click the link below:

<https://mpwmd-net.zoom.us/j/85879170848?pwd=ZVl4TTgvcHhzTTFpdG9LY04yREpBdz09>

Or join at: <https://zoom.us/>

Webinar ID: 858 7917 0848

Meeting password: 06122023

To Participate by Phone: (669) 900-9128

For detailed instructions on how to connect to the meeting, please see page 3 of this agenda.

This agenda was posted at the District website (www.mpwmd.net) and at 5 Harris Court, Bldg. G, Monterey, California on June 9, 2023. Staff notes will be available on the District web site at <https://www.mpwmd.net/who-we-are/committees/board-committees/administrative-committee/> by 5:00 P.M. on Friday, June 9, 2023.

**Finance and
Administration
Committee Members:**
Amy Anderson – Chair
Alvin Edwards
Marc Eisenhart

Alternate:
George Riley

Staff Contact:
Suresh Prasad
Sara Reyes

Call to Order / Roll Call

Additions and Corrections to the Agenda – *The General Manager or the Committee Clerk 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.*

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

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

1. Consider Adoption of May 8, 2023 Committee Meeting Minutes
2. Consider Approval of Amendment No. 7 to Agreement with Regional Government Services Authority for Management and Administrative Services
3. Consider Approval of Agreement with Lynx Technologies for Geographic Information System (GIS) Services
4. Authorize Funds to Contract for Limited-Term Field Positions during FY 2023-2024
5. Consider Expenditure of Funds for CoreLogic Information Solutions, Inc.
6. Authorize Expenditure for Software Maintenance Agreements / Purchase
7. Approve Expenditure to Corporation Service Company - Recording Fees
8. Consider Expenditure of Funds to Amend Contract with Pueblo Water Resources, Inc. to Provide Hydrogeologic Review for Water Distribution System Permits

Mission Statement

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.

Vision Statement

Model ethical, responsible, and responsive governance in pursuit of our mission.

Board's Goals and Objectives

Are available online at <https://www.mpwmd.net/who-we-are/mission-vision-goals/>

9. Consider Contract with Maggiora Brothers Drilling and Pueblo Water Resources to Provide Aquifer Storage and Recovery Operational Support
10. Consider Authorizing 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
11. Consider Directing the General Manager to Enter into a Contract with Montgomery and Associates to Provide Groundwater Modeling Support to the District
12. Consider Adoption of Resolution 2023 – 08 Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property-Related Fees and Charges
13. Consider Adoption of Resolution 2023 – 09 Establishing Article XIII(B) Fiscal Year 2023-24 Appropriations Limit
14. Consider Adoption of Resolution No. 2023 – 10 – Amending Fees and Charges Table – Rule 60
15. Consider Adoption of Resolution 2023 – 11 Annual Update to Rule 24, Table 3, Capacity Fee History
16. Consider Adoption of Treasurer's Report for April 2023
17. Consider Extension of Cooperative Agreement with the United States Geological Survey for Streamflow Gaging in Water Year 2024
18. Consider Approval of Expenditure of Funds for Outreach Event “Summer Splash Water Challenge Giveaway 4”
19. Consider Contract for Public Outreach Services with WellmanAd for FY 2023-2024
20. Consider Renewal of Contract with JEA & Associates for Legislative and Administrative Services
21. Consider Renewal of Contract with Ferguson Group for Legislative and Administrative Services
22. Consider Expenditure of Budgeted Funds with Etech Consulting for As-Needed Maintenance of the Accela Database
23. Consider Approval of Expenditure of Funds by District Public Outreach Consultant for Website Update and Redesign
24. Consider Approving 5-Year Agreement with DeVeera, Inc. for Information Technology Services
25. Consider Expenditure of Funds for Consultant Services (TMX) for Sleepy Hollow Steelhead Rearing Facility Monitoring and Control Systems

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

26. Report on Activity/Progress on Contracts Over \$25,000
27. Status Report on Measure J/Rule 19.8 Phase II Spending

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

28. Review Draft June 20, 2023 Regular Board Meeting Agenda

Suggest Items to be Placed on Future Agendas

Adjournment

Accessibility

In accordance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), MPWMD will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. MPWMD will also make a reasonable effort to provide translation services upon request. Please send a description of the requested materials and preferred alternative format or auxiliary aid or service at least 48 hours prior to the scheduled meeting date/time. Requests should be forwarded to: (1) Sara Reyes by e-mail at sara@mpwmd.net or at (831) 658-5610; and; and (2) Joel G. Pablo by e-mail at joel@mpwmd.net, or at (831) 658-5652.

Provide Public Comment at the Meeting

Attend In-Person

The Finance and Administration Committee meeting will be held in the Main Conference Room at **5 Harris Court, Building G, Monterey, CA 93942**. Please fill out a speaker card for each item you wish to speak on, and place in the speaker card box next to the Clerk.

Attend via Zoom (*For detailed instructions, please see “Instructions for Connecting to the Zoom Meeting” below.*)

Submission of Public Comment via E-mail

Send comments to 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 Committee. 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 six (6) 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 a legislative body 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).

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Meeting password:

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 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 phones 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/>

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FINANCE AND ADMINISTRATION COMMITTEE**ITEM: ACTION ITEM****1. CONSIDER ADOPTION OF MAY 8, 2023, COMMITTEE MEETING MINUTES****Meeting Date: June 12, 2023****From: David J. Stoldt,
General Manager****Prepared By: Sara Reyes**

SUMMARY: Draft minutes of the May 8, 2023, Finance and Administration Committee meeting are attached as **Exhibit 1-A**.

RECOMMENDATION: The Finance and Administration Committee should review the minutes and adopt them by motion.

EXHIBIT**1-A** Draft Minutes of May 8, 2023 Committee Meeting



EXHIBIT 1-A

DRAFT MINUTES

Monterey Peninsula Water Management District Finance and Administration Committee May 8, 2023

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 Anderson called the meeting to order at 2:00 PM via Zoom.

Committee members present: Amy Anderson, Chair
Alvin Edwards
Marc Eisenhart

Committee members absent: None

District staff members present: Suresh Prasad, Administrative Services Manager/Chief Financial Officer
Jonathan Lear, Water Resources Manager
Maureen Hamilton, District Engineer
Joel Pablo, Board Clerk/Executive Assistant
Stephanie Kister-Campbell, Conservation Analyst
Thomas Christensen, Environmental Resources Manager
Sara Reyes, Sr. Office Specialist

District staff members absent: David Stoldt, General Manager

District Counsel present: David Laredo with De Lay & Laredo

Additions / Corrections to Agenda:

Sara Reyes, Sr. Office Specialist/Clerk reported that staff submitted a revised set of meeting minutes for the April 10, 2023 committee meeting and were placed in their folder to include both the Redline and Clean Version.

Comments from the Public:

John Tilley asked that the Finance and Administration Committee address an issue that he has written to the Board about presenting to the public the potential full cost of a failed effort through a bench trial of Measure J. He stated it is very important that a balanced approach be taken to inform the public and that he personally believes that the Public Water Now view is what is being expressed by the District. He also stated that he thinks the District, as a public agency, has a necessity of presenting a balanced view, and it should more completely demonstrate to the public and expose to the public the financial risks that are

involved with Measure J in order to have a balanced understanding of how Measure J could impact them.

Action Items:

1. Consider Adoption of April 10, 2023 Committee Meeting Minutes

On a motion by Eisenhart and second by Edwards, the minutes of the April 10, 2023 meeting were approved on a roll call vote of 3 – 0 by Eisenhart, Edwards and Anderson.

2. Consider Approval of Expenditure of Funds for Additional Functionality Improvements to the Accela Database

On a motion by Eisenhart and second by Edwards, the Finance and Administration Committee recommended that the Board approve the expenditure of \$4,800 for the work identified in the Statement of Work with ETech Consulting, LLC. The motion was approved unanimously on a 3 – 0 vote.

3. Consider Recommendation to Authorize the General Manager to Enter Into a Contract with Radiant Landscaping, Inc. to Provide Landscape Maintenance Services

Director Eisenhart moved to recommend that the Board authorize the General Manager to enter into a contract with Radiant Landscaping, Inc. to provide landscape maintenance services at the Santa Margarita ASR Facility in the amount not-to-exceed \$10,455 with the amendment of renegotiating the annual pest control, abatement and mitigation costs. The motion was seconded by Director Edwards. The motion was approved unanimously on a 3 – 0 vote.

4. Consider Adoption of Treasurer's Report for March 2023

On a motion by Edwards and second by Anderson, the Finance and Administration Committee recommended that the Board adopt the March 2023 Treasurer's Report and financial statements, and ratification of the disbursements made during the month. The motion was approved unanimously on a 3 – 0 vote.

5. Receive and File Third Quarter Financial Activity Report for Fiscal Year 2022-2023

The Finance and Administration Committee recommended that the Board receive and file the Third Quarter Financial Activity Report for Fiscal Year 2022-2023.

6. Consider Approval of Third Quarter Fiscal Year 2022-2023 Investment Report

On a motion by Edwards and second by Eisenhart, the Finance and Administration Committee recommended that the Board approve the Third Quarter Fiscal Year 2022-2023 Investment Report. The motion was approved unanimously on a 3 – 0 vote.

Informational Items:

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

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

8. Status Report on Measure J / Rule 19.8 Phase II Spending

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

Discussion/Other Items:

9. Financial Impact of Monterey Peninsula Taxpayers Association Ruling

David Laredo with De Lay and Laredo, provided an oral status report to the committee. He stated that Judge Panetta ruled in favor of the Monterey Peninsula Taxpayers Association against the District. The District has sought a modification of the ruling which will be heard by the judge on the 19th of this month. The judge will have until the 29th to make a change. If there is no action taken by her by the 29th, then the ruling will stand. If she does take action, then it will be whatever that new ruling is. In terms of the financial impact, now it is prospective in nature. There was no request for an injunction. If the District does have an adverse ruling and does choose to appeal and the matter shall be stayed it will not have a direct impact on this next budget. Suresh Prasad, Chief Financial Officer/Administrative Services Manager, reported that the fiscal impacts of the water supply charge will be addressed at the Budget Workshop meeting on May 25, 2023.

10. Update on Expenditure of Contingency Funds Used for the Sleepy Hollow Steelhead Rearing Facility Rearing Channel Rehabilitation Project

Thomas Christensen, Environmental Resources Manager, provided an oral update and presented a PowerPoint to the committee. He stated on March 20, 2023 the Board authorized \$100,000 in contingency funds to complete the Sleepy Hollow Steelhead Rearing Facility Rearing Channel Rehabilitation Project. Upon Board approval, staff was requested to provide updates at the Finance and Administration Committee meetings. The Rearing Channel had an old liner and it was a big project to replace with a new liner plus encountering some unforeseen circumstances. The project is wrapping up nicely. Mr. Christensen highlighted the following points of the Sleepy Hollow Channel Rehabilitation Project:

- Total Board authorized funds for construction \$839,500
- Total authorized contract work including change orders \$747,033
- Total Contingency funds remaining \$92,467
- Total completed work \$737,413 (99% of original contract of \$739,500)

Testing of the facility and the liner will be performed as part of completing the project once the problematic pumps are inspected and installed. There is a one-year warranty bond on the contract work. Once the testing has been completed to ensure there are no leaks, then staff will deem the project complete. The committee members requested a site visit to see the work being done.

11. Review Draft May 15, 2023 Special and Regular Board Meeting Agenda and May 25, 2023 Special Board Meeting Agenda (Budget Workshop)

Joel Pablo, Board Clerk/Executive Assistant, reviewed the draft agendas with the committee. Suresh Prasad reported that an Action Item will be added to the May 25, 2023 Budget Workshop meeting to discuss the loan payoff for Mechanics Bank. The committee made no changes to the agendas.

Suggest Items to be Placed on Future Agendas

None

Adjournment

Chair Anderson adjourned the meeting at 3:08 PM.

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

2. CONSIDER APPROVAL OF AMENDMENT NO. 7 TO AGREEMENT WITH REGIONAL GOVERNMENT SERVICES AUTHORITY FOR MANAGEMENT AND ADMINISTRATIVE SERVICES

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No. :	Professional Fees
Prepared By:	Suresh Prasad	Cost Estimate:	\$25,000

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: On December 12, 2016, the District entered in to an Agreement for Management and Administrative Services with Regional Government Services (RGS). The Agreement was for a period of six months that ended on June 30, 2017.

On June 19, 2017, the District entered in to Amendment No. 1. The Agreement was for a period of twelve months that ended on June 30, 2018.

On June 18, 2018, the District entered in to Amendment No. 2. The Agreement was for a period of twelve months that ended on June 30, 2019.

On June 17, 2019, the District entered in to Amendment No. 3. The Agreement was for a period of twelve months that ended on June 30, 2020.

On June 15, 2020, the District entered in to Amendment No. 4. The Agreement was for a period of twelve months that ended on June 30, 2021.

On June 21, 2021, the District entered in to Amendment No. 5. The Agreement was for a period of twelve months that ended on June 30, 2022.

On June 20, 2023, The District entered in to Amendment No. 6. The Agreement was for a period of twelve months that will end on June 30, 2023.

Based on current experience for the past six years, staff recommends extending the services of RGS for 12 months for a not-to-exceed price of \$25,000. This amendment will be from July 1, 2023 to June 30, 2024.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board authorize the General Manager or the Administrative Services Manager/CFO to execute Amendment No. 7 to existing Agreement with RGS to provide management and administrative services for an amount not to exceed \$25,000. The approval of this item is contingent upon the adoption of FY 2023-2024 budget by the Board.

IMPACT TO STAFF/RESOURCES: The FY 2023-2024 budget includes funds for this service.

BACKGROUND: With the retirement of the District's full time Human Resources Analyst, staff evaluated the District's human resources need and realized that the most efficient way to fill the position would be to contract part-time human resources services. Since then, the District has hired a full time HR Coordinator/Contract Specialist position that performs daily HR related tasks. RGS will be used for more high-level HR related functions.

RGS is a governmental, joint powers authority, formed in 2001, who exclusively serves public sector agencies. RGS will serve as a consultant for management and administrative services to provide human resources support for the District on a part-time, continuous basis and will provide onsite office hours of two four-hour days per week. Activities include researching and recommending best practices on policies, procedures, personnel transactions; coaching and training managers on sensitive performance issues; providing training on team building and conflict resolution; developing, monitoring, and managing leave of absence; conducting non-executive recruitments; and assisting in preparation of labor negotiations.

RGS has been providing services to the District since December 12, 2016, and the existing Agreement is anticipated to remain in force through June 30, 2023. RGS will assign RGS employees to serve as the Human Resources Advisor(s) to the District and will provide support by performing District's human resources management practices, policies and systems and by providing ongoing Human Resources Management services.

EXHIBIT

None

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

3. CONSIDER APPROVAL OF AGREEMENT WITH LYNX TECHNOLOGIES FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.	Professional Fees
Prepared By:	Suresh Prasad	Cost Estimate:	\$35,000

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: With the departure of District's full-time GIS Specialist, there was a need to find a replacement to fill that position. Based on the size and need of the District, the replacement of a full-time GIS position can most effectively be filled with a part-time GIS consultant.

On June, 2017, the District entered in to an Agreement for GIS Professional Services with Lynx Technologies. The Agreement was for a period of 12 months that ended on June 30, 2018.

On June 18, 2018, the Board authorized to extend the contract for GIS Professional Services for 12 months, which ended on June 30, 2019.

On June 17, 2019, the Board authorized to extend the contract for GIS Professional Services for another 12 months, which ended on June 30, 2020.

On June 15, 2020, the Board authorized to extend the contract for GIS Professional Services for another 12 months, which ended on June 30, 2021.

On June 21, 2021, the Board authorized to extend the contract for GIS Professional Services for another 12 months, which ended on June 30, 2022.

On June 20, 2022, the Board authorized to extend the contract for GIS Professional Services for another 12 months, which will end on June 30, 2023.

A revised scope of services for GIS Professional Services has been prepared by Lynx Technologies for Board review. If approved, this Agreement will extend for another 12 months with effect from from July 1, 2023 to June 30, 2024.

Currently, the Pebble Beach Community Services District is using services of Lynx Technologies to provide GIS services for their district on a part-time basis. In addition, several other cities are also utilizing the services of Lynx Technologies for their GIS needs.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board authorize the General Manager or the Administrative Services Manager/CFO to enter into an agreement with Lynx Technologies to provide GIS services for an amount not to exceed \$35,000. Approval of this item is contingent upon the adoption of FY 2023-2024 budget by the Board.

IMPACT TO STAFF/RESOURCES: The FY 2023-2024 budget includes funds for this service.

BACKGROUND: Lynx Technologies will serve as a consultant for GIS services to provide support for the District on a part-time, continuous basis and will provide onsite office hours of 1-2 days per week based on the workload.

The Agreement with Lynx Technologies will be from July 1, 2023 to June 30, 2024. Lynx Technologies will assign an employee to serve as the GIS consultant to the District and will provide support by performing District's GIS services on an ongoing basis. Details of these functions being performed by Lynx Technologies are included in Scope of Services (**Exhibit 3-A**).

EXHIBIT

3-A GIS Professional Services Scope of Services

June 08, 2023

Mr. Suresh Prasad
Chief Financial Officer
Monterey Peninsula Water Management District
5 Harris Court, Bldg. G
Monterey, CA 93942

Re: GIS Professional Services

Dear Suresh:



Thank-you for the opportunity to submit this scope of work to provide GIS professional services for the Monterey Peninsula Water Management District. Services will be performed as directed by you, and Lynx Technologies will provide appropriate staffing to conduct on- and offsite services on a time and materials basis.

The purpose of this agreement is to provide support for the District's Geographical Information System (GIS). Core tasks for the upcoming year include:

- Work with staff to develop data, maps and apps for Wells and Permits, Meter/User Fees.
- Develop the ArcGIS Enterprise Portal. Last year we upgraded the District's platform from ArcGIS Server for Workgroups (10.4) to the current ESRI 11.x environment. This year will complete a full migration of all data web services, and start to expand the platform.
- Develop field data collection and monitoring and other public portal / outreach programs
- Continue to develop internal Geocortex site. Set up workflow so that permitting staff can enter an address or APN and determine if the site is in the district boundary or not.
- Ongoing support the Accela Permitting software Web Mapping GUI and XAPO.
- Provide systematic updates of parcel feature data and Monterey County assessor data changes
- Continue to develop the GIS SQL/SDE Enterprise database to warehouse all spatial and tabular data to support the business functions of the organization.

Ongoing tasks and priorities will be determined after the initial discovery phase. Lynx staffing will be assigned commensurate with the required skill required. Subject matter vary but may involve any of the roles listed or related below:

- Base feature layer maintenance including parcels, streets, addresses, roadway, tract, and boundary changes, including associated tables and annotation.
- Data maintenance of other layers within the GIS such as utility networks, planning and engineering overlays.
- Onsite work to collect and capture data. For example, staff could be assigned to go through engineering data to infill missing data, or there may be a special project that District staff requires a GIS technician in which significant interaction is required.
- Field work as required, this may include field inspection, or high precision GPS capture of well data.
- Database design
- Produce maps for board presentation
- Ad hoc GIS analysis
- ArcGIS Desktop training for District staff

Each assignment will proceed with an estimate of required hours; a detailed scope of work will be provided for unusual or one-time projects. A simple email exchange of hours and approval is all that will be required for maintenance work.

The total annual budget will not exceed \$35,000. This would provide sufficient funds for onsite staff for up to 2 days per week.

All work will be billed on a time and materials basis according to the following rate schedule:

Project Manager/Analyst: \$75/hr.
GIS Technician: \$65/hr
Clerical: \$50/hr

If you have any questions regarding this proposal, I can be reached on my cell phone at any time: (408) 482-3255, or by email: patrickk@lynxgis.com. Again, thank-you for the opportunity to submit this proposal and I look forward to working with you.

Sincerely,

Patrick Kelleher
Lynx Technologies

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

4. AUTHORIZE FUNDS TO CONTRACT FOR LIMITED-TERM FIELD POSITIONS DURING FY 2023-2024

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/	Aquatic Resources Fisheries
		Line Item No.:	2-3-1 I, 2-3-2 B, C; 2-3-3 C, 2-3-4 C
Prepared By:	Suresh Prasad	Cost Estimate:	Up to \$71,310

General Counsel Approval: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: The District has funded limited-term positions to assist District staff in the completion of field activities for many years. These positions are not on the District organization chart and these incumbents are not included in the District bargaining units. The schedules for these positions are part-time and largely seasonal in nature. Contracts are for six-month periods of time or less. However, limited-term employees may be offered subsequent contracts up to a total of 1,000 hours per year. Funding for these positions is included in the proposed 2023-2024 Fiscal Year (FY) budget.

Authorization is requested to hire one part-time limited-term *Water Resources Assistant* for a total of 990 hours. The hours will be used for summer-fall juvenile fish rescues, fall population sampling, Sleepy Hollow Steelhead Rearing Facility maintenance, spring smolt rescues, vegetation management, and winter adult steelhead weir operations (new additional work). These positions are essential to staff crews led by permanent staff, as well as to prevent the accrual of excessive compensatory time and overtime for higher level regular full-time positions. The Water Resources Assistant would be paid \$18.00 per hour and cost up to \$19,602.

Authorization is also requested to hire several part-time limited-term *Fisheries Aides* for up to a total of 2,765 hours of work during FY 2023-2024. These individuals will assist staff with basic labor tasks in the intensive rescues of steelhead juveniles and smolts in the lower Carmel River, as well as fall population sampling, spring smolt rescues, and winter adult steelhead weir operations. Fisheries aids also help with vegetation management activities along the Carmel River. The Fisheries Aides would be paid \$17.00 per hour and cost up to \$51,706.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board approve the limited-term Water Resources Assistant for up to a total of 990 hours of work; several Fisheries Aides for up to 2,765 hours of work. The approval of this item is contingent upon the adoption of FY 2023-2024 budget by the Board.

IMPACTS TO STAFF/RESOURCES: The total cost of the limited-term contracts described above would not exceed \$71,310. It should also be noted that limited-term employees receive no District benefits. In addition to their hourly wages, additional costs to the District are limited to legally mandated payroll taxes and workers compensation insurance premiums.

BACKGROUND:

- A. Water Resources Assistants: This job classification was created in December 1998 to assist staff in the Water Resources Division with field and administrative tasks, including rescuing of juvenile steelhead in the lower Carmel River, surveying of steelhead populations and spawning habitat, and monitoring of groundwater and surface water resources within the Monterey Peninsula Water Resource System. It is needed to help ensure that tasks for the District's Fisheries Mitigation Program are completed on schedule. They have also been integral in conducting the California Stream Bioassessment Procedure (CSBP), developed by the Department of Fish and Game as a rapid bioassessment protocol and method to track overall stream health. Without the assistance of limited-term help, the ability to conduct these tasks would be compromised. Additionally, the Water Resources Assistants will support regular staff with vegetation management, lagoon water quality monitoring, well production and groundwater quality historical data compilation. These employees will work in the Environmental Resources Division and be supervised by the Environmental Resources Manager.
- B. Fisheries Aides: Over the past two decades, District staff has initiated rescues when streamflow receded below ten cubic feet per second at Highway One. This has occurred anytime between March and September. The District will be rescuing and transporting three groups of steelhead, including smolts, kelts (spawned-out adults) and juveniles. The smolts and kelts will be transported downstream to the lagoon or ocean, while juveniles will be transported upstream to permanent habitats above the Narrows. Additional help is needed to successfully perform this critical function. If staff attempted to conduct rescues with fewer workers, more fish would be lost because a smaller crew cannot effectively keep up with the number needing rescue and cannot work fast enough to keep up with the retreating river front. It would also increase the risk of on-the-job injuries for people working too strenuously as they attempt to complete two critical jobs in the same period of time. The incumbents of this position will work in the Environmental Resources Division and be supervised by the Environmental Resources Manager.

EXHIBIT

None

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

5. CONSIDER EXPENDITURE OF FUNDS FOR CORELOGIC INFORMATION SOLUTIONS, INC.

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Services & Supplies 26-05-761000
Prepared By:	Stephanie Locke	Cost Estimate:	\$20,000

General Counsel Approval: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: The District uses CoreLogic Information Solution's online RealQuest Professional services to support the demand management programs. The software provides property information needed for researching and noticing properties, documenting ownership and use information for deed restriction preparation, and enforcement of the District's water efficiency standards. The service is utilized daily by the Water Demand Division, and occasionally by the Water Resources and Environmental Resources Divisions. There are no other reasonably accessible alternative sources for the information provided by RealQuest.

The RealQuest license includes:

- Property Profile/Reports
- Street Map Search
- Parcel Maps
- Street Maps Plus
- User sign-on and passwords for eight staff (seven in Water Demand; one in Water Resources and Environmental Resources)
- Access to recorded documents and associated document imaging

Staff is requesting authorization to spend \$20,000.00 to continue use of CoreLogic's RealQuest Professional services. Funding for this expenditure is included in the Fiscal Year 2023-2024 budget.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board authorize the expenditure of up to \$20,000 for Fiscal Year 2023-2024 to obtain CoreLogic's RealQuest Professional.

IMPACT TO STAFF/RESOURCES: None.

EXHIBITS

None

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FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

6. AUTHORIZE EXPENDITURE FOR SOFTWARE MAINTENANCE AGREEMENTS/PURCHASE

Meeting Date: June 12, 2023 **Budgeted:** Yes

From: David J. Stoldt,
General Manager **Program/**
Line Item No. Services and Supplies
Data Processing

Prepared By: Suresh Prasad **Cost Estimate:** \$174,500

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: Staff seeks authorization to continue with our software maintenance agreements/purchase for geographic information systems (GIS), information technology (IT) support, financial accounting, water demand system, watershed analysis, ground & surface water modeling, and topographic data processing software. These software applications are for use at the District for various IT, GIS, water demand, and accounting functions and used by staff in their daily routine functions.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board approve expenditures in the amount of \$174,500 to continue with annual software maintenance as shown in the table below:

Product	Price
ESRI ArcGIS (District Wide)	12,500
VertiGIS Geo Cortex (District Wide)	7,000
Adobe Renewal (District Wide)	9,000
Anti-Virus (District Wide)	4,500
ProofPoint (Email Spam Filter)	2,500
Sonicwall (Firewall)	2,500
Office 365 Renewal (District Wide)	12,000
DocuWare (Financial/HR)	24,000
Tyler Technologies (Financial/HR)	32,000
ClearGov (Financial)	5,500
GovInvest (Financial/HR)	7,500
Accela Support (Water Demand)	39,000
CaseWare Reporting (Financial)	9,500
Kisters North America (Hydrological)	7,000
TOTAL	\$174,500

IMPACT TO STAFF/RESOURCES: The FY 2023-2024 Information Technology budget includes funds for these purchases.

BACKGROUND: The GIS platform serves many purposes for MPWMD data analysis needs that include: map production, spatial analysis in support of engineering, water resource management, fisheries, conservation, and rationing analysis. All of these functions require the examination of geographic data, management, and dissemination of these data throughout the District. The effectiveness of the GIS to better serve the MPWMD staff and the public is dependent on the ability of staff to analyze geospatial data.

The IT and Accounting programs require various software applications to allow staff to complete their day-to-day duties and tasks as well as provide real-time financial information of the District.

The water demand services require the use of software to process permit applications, process connection charges, perform inspections and provide other property related reporting to staff and the board.

The Kisters platform serves many purposes for MPWMD data analysis needs that include: stream flow and rainfall data processing, storage, and reporting. All of these functions require the examination, management, and dissemination of these data throughout the District. The effectiveness of the Kisters Platform to better serve the MPWMD staff and the public is dependent on the ability of staff to operate the Aquifer Storage and Recovery Project.

EXHIBITS

None

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

7. APPROVE EXPENDITURE TO CORPORATION SERVICE COMPANY - RECORDING FEES

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Recording Fees 26-05-781900
Prepared By:	Stephanie Locke	Cost Estimate:	\$50,000 (partially reimbursed)

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023, and recommended _____.

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

SUMMARY: The District records approximately 100 documents each month with the County Recorder's office with average recording fees of \$35. The documents are electronically recorded through Corporation Service Company (CSC). Approximately 40 percent of the recording fees are reimbursed by the applicant. Recorded documents include deed restrictions related to access to water records and limitations on use, Well Confirmation of Exemptions, Water Distribution System Permits, and notices of non-compliance/compliance and removal.

CSC requires immediate payment at the time a document is recorded. To facilitate this, the District maintains a deposit account that is regularly refilled to cover recording costs. Staff is seeking approval of \$50,000 of budgeted funds for document recording during Fiscal Year 2023-2024.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board approve the expenditure of \$50,000 for recording fees for Fiscal Year 2023-2024.

IMPACT TO STAFF/RESOURCES: Funds for this expenditure are included in the Fiscal Year 2023-2024 budget.

EXHIBITS

None

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

8. CONSIDER EXPENDITURE TO AMEND CONTRACT WITH PUEBLO WATER RESOURCES, INC. TO PROVIDE HYDROGEOLOGIC REVIEW FOR WATER DISTRIBUTION SYSTEM PERMITS

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	WDS Permitting 2-8-2
Prepared By:	Gabriela Bravo	Cost Estimate:	\$2,000

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: The Board will consider authorizing the General Manager to amend an existing contract with Pueblo Water Resources, Inc. (Pueblo) to authorize a maximum of \$2,000 for Fiscal Year (FY) 2023-2024 (July 1, 2023 through June 30, 2024) to continue to help District staff carry out MPWMD Rules and Regulations governing Water Distribution Systems (WDS), specifically in regards to hydrogeologic review of Well pumping test reports and related tasks. The \$2,000 limit would be tracked as follows:

Program 2-8-2, "Hydrologic Impact Review," with up to \$2,000 as 100% reimbursable from applicants.

Exhibit 8-A is the proposed scope of work and cost estimate from Pueblo for FY 2023-2024. The proposed \$2,000 total limit is the same of that budgeted in FY 2022-2023. The hydrogeologic review will be primarily associated with Level 3 WDS Permits under the current rules. The applicant must show that a Well (or other water source) will reliably meet the applicant's needs, and will not adversely affect the Monterey Peninsula Water Resource System or Sensitive Environmental Receptors as defined in District Rule 11.

RECOMMENDATION: The Finance and Administration Committee should recommend 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 2022-2023, which was recently adopted by the Board as part of the FY 2023-2024 budget. If this item is adopted along with the Consent Calendar, staff will execute a contract amendment with Pueblo.

BACKGROUND AND DISCUSSION: Pueblo has been retained since June 2006 to assist staff with WDS Permit processing on an as-needed basis. All amounts are maximums; only

actual hours of service are billed. Invoiced hours submitted by consultants for review of each application are reimbursed by the applicant before the applicant receives the signed WDS Permit. Pueblo's rates are competitive with other consulting firms with experienced, registered hydrogeologists. Pueblo is very knowledgeable about local hydrogeology and MPWMD procedures, and is considered to be cost-efficient for this work. Pueblo also has contracts with the District for Aquifer Storage and Recovery tasks in the Seaside Groundwater Basin.

Continued WDS applications are expected due to restrictions on the availability of California American Water supply for new construction and remodels. Consultant assistance is essential to adequately process permit applications in compliance with the State Permit Streamlining Act and to help the Water Resources Division address technical questions relating to the WDS process.

IMPACT TO DISTRICT RESOURCES: Pueblo's technical work is directed by the Water Demand Division staff. Pueblo's work product is used as evidence in preparing WDS Permit documents, including the required Findings of Approval.

EXHIBIT

8-A Pueblo Water Resources Scope of Work and Fee Schedule for FY 2023-2024

8-B Draft Contract Amendment



May 26, 2023
Project No. 15-0069

Monterey Peninsula Water Management District
Post Office Box 85
Monterey, California 93942

Attention: Ms. Gabby Ayala

Subject: Proposal for Continuing Professional Hydrogeologic Services; WDS Permitting Assistance, Fiscal Year 2023-2024

Dear Gabby:

Pursuant to your request, Pueblo Water Resources, Inc. (PWR) is pleased to submit this proposal for continuing assistance with the processing of Water Distribution Systems (WDS) permit applications during Fiscal Year 2023-2024 (FY 2023-2024). It is our understanding that the District desires PWR to provide continued technical assistance with the review and evaluation of Well Source and Pumping Impact Assessments (assessments) for compliance with District Technical Procedures. Presented in this proposal is the scope of services and associated budget to provide the requested services.

SCOPE OF SERVICES

Task 1 – Assist with Assessment Reports

This task consists of the review and evaluation of assessments submitted by applicants for compliance with District technical procedures and providing written documentation summarizing our findings for each reviewed assessment. This task also includes providing assistance with the preparation of any hydrogeologic evaluations requested by the District related to the WDS program. Consistent with past practice, our work will be performed with direct oversight of the General Manager or his/her designee (e.g., the District Senior Hydrogeologist) on an as-needed / as-directed basis.

Fees

Our services will be billed on a time-plus expenses basis in accordance with our current Fee Schedule (attached) for a **not-to-exceed amount of \$2,000**. Consistent with past practice, we will track our costs associated with each WDS applicant separately to facilitate reimbursement by the applicants. In the event that the overall number or complexity of the assessments to be evaluated requires effort beyond the established budget, we will notify you in writing as soon as possible.



We appreciate the opportunity to provide assistance to the District and look forward to the timely and successful performance of the work. As always, if you have any questions, please contact me.

Sincerely,

Pueblo Water Resources, Inc.

Robert C. Marks, P.G., C.Hg.
Principal Hydrogeologist

RCM

Attachments: 2023 Fee Schedule

**PUEBLO WATER RESOURCES, INC.
 2023 FEE SCHEDULE**

Professional Services

Principal Professional.....	\$230/hr
Senior Professional.....	\$215/hr
Project Professional.....	\$200/hr
Staff Professional.....	\$170/hr
Technician.....	\$160/hr
Illustrator.....	\$145/hr
Word Processing.....	\$125/hr

Other Direct Charges

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel Expenses.....	Cost Plus 15%
Per Diem*.....	\$150/day
Vehicle	\$75/day

Equipment Charges

Drilling Fluid Test Kit.....	\$100/day, \$400/week
Field Water Quality Meter (Hach DR890).....	\$75/day, \$275/week
Orion ORP/pH/Temp Probe.....	\$75/day, \$275/week
Water Level Probes (In-Situ Level Troll).....	\$75/day, \$300/week
Water Quality Probes (In-Situ Aqua Troll).....	\$100/day, \$325/week
Ultrasonic Flowmeter.....	\$200/day, \$750/week

*Regionally and seasonally specific to project.

**EXHIBIT 8-B****CONTRACT AMENDMENT BETWEEN PUEBLO WATER RESOURCES
AND MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**

The original October 11, 2006 professional services contract with **Pueblo Water Resources, Inc.**, amended on July 17, 2007; July 4, 2008; July 8, 2009; July 13, 2010; August 18, 2011; August 6, 2012; August 7, 2013; August 7, 2014; July 14, 2015; August 6, 2016; July 19, 2017; July 18, 2018, July 2019, June 2020, June 2021; June 2022; is hereby again amended as follows:

Section I, Scope of Services. The attached scope of work for July 1, 2023, through June 30, 2024, replaces Exhibit A.

Section II, Compensation. (Sections A and B) The fee schedule is replaced by a new fee schedule, also attached. The work schedule is amended to state that the term of the contract is for the period July 1, 2022, through June 30, 2023. The final invoice for work performed through June 30, 2023, must be received by the District no later than June 15, 2023.

(Section II-C, Maximum Payment) Maximum Payment for the period July 1, 2022, through June 30, 2023, is \$2,000, and is designated for review of hydrogeologic assessments to be reimbursed by Water Distribution System (WDS) Permit applicants (MPWMD Program 2-8-2), subject to prior approval by the MPWMD General Manager.

I have read this Contract Amendment and agree to its terms.

Robert C. Marks, Principal
Pueblo Water Resources, Inc.
Fed Tax ID#: 20-4443519

Dated

David J. Stoldt
MPWMD General Manager

Dated

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

9. CONSIDER CONTRACT WITH MAGGIORA BROTHERS DRILLING AND PUEBLO WATER RESOURCES TO PROVIDE AQUIFER STORAGE AND RECOVERY OPERATIONAL SUPPORT

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt General Manager	Program/ Line Item No.:	Water Supply Projects 1-2-1
Prepared By:	Jonathan Lear	Cost Estimate:	\$75,000

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: The District's Carmel River Aquifer Storage and Recovery (ASR) project is operated under a cooperative agreement between the District and California American Water (Cal-Am.). Under this agreement, the District operates the wells during injection season and collects and reports data required to meet permit requirements for the State Water Resources Control Board Division of Water Rights (DWR) and the Regional Water Quality Control Board. The District also provides data to the Seaside Groundwater Basin Watermaster (Watermaster) related to the Storage and Recovery agreement between Cal-Am and the Watermaster.

In the past, the District retained Pueblo Water Resources (PWR) on an annual basis to support District staff with the fieldwork, data collection, conduct supervision of unanticipated emergency repairs, and report preparation to operate the ASR Project in all phases of operation and comply with permit requirements. PWR was selected because their expertise and knowledge of the Project's equipment, operations, reporting, and regulation allow their team to efficiently plug into any component of the program efficiently and provide support with little notice and direction. No other firm has the direct qualifications and experience on this project to match what PWR has to offer the District.

Following the repeal of the shelter in place related to COVID-19, District was able to re-staff positions in the Water Resources Division and now has the staffing level to perform contractor supervision when emergency repair or maintenance is needed to ASR facilities. Moving forward, District staff proposes to continue to use PWR for permit level compliance and project performance guidance and to contract with Maggiora Brothers Drilling to perform repairs and maintenance to ASR wells and facilities when needed. Instead of using PWR to hire and supervise drilling consultants, District staff will hire and supervise drilling consultants. This change will

remove any mark up for sub-contractors through PWR performing work on the ASR facilities and result in cost savings for the District.

DISCUSSION: PWR has 19 years of experience in supporting this particular project, is familiar with the ASR procedures and regulations, and therefore is able to plug in quickly with little spin up time when their services are needed. Most recently, PWR assisted the District in successfully enrolling the Carmel River ASR Program in the General Permit to Inject Drinking Water at the RWQCB. Additionally, as the project infrastructure ages through normal wear and tear, components break down and need repair to maintain the functionality of the program. The District is proposing to contract directly with a C-57 contractor (Maggiora Brothers Drilling) to repair the infrastructure and use District staff to supervise the work.

Staff proposes to retain PWR to support the District with permitting and project performance support on an as-needed basis and to contract with Maggiora Brothers Drilling for facility repair and maintenance over the WY 2024 ASR season for an amount not to exceed \$25,000 and \$50,000 respectively.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board authorize District staff to use PWR on an as-needed basis, not-to-exceed \$25,000 and contract with Maggiora Brothers Drilling in an amount not-to-exceed \$50,000 to support the District with WY 2024 ASR operations.

BACKGROUND: The District has an existing contract with PWR signed May 29, 2019, all work completed under this contract for WY 2024 operations will be conducted under an amendment to the existing contract. **Exhibit 9-A** is the PWR fee schedule for 2023-2024. The District does not currently have an existing contract with Maggiora Brothers Drilling. **Exhibit 9-B** is the proposed contract with Maggiora to perform maintenance and repairs to the ASR facilities. Currently there repair work that needs to be completed to the Seaside Middle School Monitor Well and the referenced contract covers the cost these repairs. **Exhibit 9-C** is an Operational Memo to File that documents the needs for repairs to the monitor well. Should additional repairs be needed during the WY 2024 operational year, the additional tasks will be conducted under a separated amendment to this contract.

IMPACT TO STAFF/RESOURCES: Funds for this project are included in the FY 2023-24 budget under “Water Supply Projects,” line item 1-2-1. Funds expended to complete this work will be shared between the District and Cal-Am through the ASR Management and Operations agreement between the District and Cal-Am.

EXHIBITS

9-A Pueblo Water Resources, Inc. 2023 Fee Schedule

9-B Contract with Maggiora Brothers

9-C Operational Memo to File Documenting Damage to Seaside Middle School Monitor Well



**PUEBLO WATER RESOURCES,
INC. 2023 FEE SCHEDULE**

Professional Services

Principal Professional.....	\$225/hr
Senior Professional.....	\$210/hr
Project Professional.....	\$195/hr
Staff Professional.....	\$165/hr
Technician.....	\$155/hr
Illustrator.....	\$140/hr
Word Processing.....	\$120/hr

Other Direct Charges

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel Expenses.....	Cost Plus 15%
Per Diem*.....	\$150/day
Vehicle	\$75/day

Equipment Charges

Drilling Fluid Test Kit.....	\$100/day, \$400/week
Field Water Quality Meter (Hach DR890).....	\$75/day, \$275/week
Orion ORP/pH/Temp Probe.....	\$75/day, \$275/week
Water Level Probes (In-Situ Level Troll).....	\$75/day, \$300/week
Water Quality Probes (In-Situ Aqua Troll).....	\$100/day, \$325/week
Ultrasonic Flowmeter.....	\$200/day, \$750/week

*Regionally and seasonally specific to project.

**AGREEMENT BETWEEN THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND
MAGGIORA BROS DRILLING
FOR PROFESSIONAL SERVICES TO PROVIDE REPAIR AND MAINTENANCE**

THIS AGREEMENT is entered into this ____ day of JULY, 2023, by and between Maggiora Bros Drilling, hereinafter called "Consultant," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD".

SECTION I - SCOPE OF SERVICES

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

SECTION II COMPENSATION

A. FEE SCHEDULE

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

B. METHOD OF PAYMENT

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the schedule shown in **Exhibit C**, Work Schedule. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by MPWMD that work performed has been satisfactory and that payment is for the work specified in **Exhibit A**, Scope of Work. Where MPWMD finds the work to be unsatisfactory, MPWMD shall describe deficiencies in writing to Consultant within ten (10) days.

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

C. MAXIMUM PAYMENT

Payments to Consultant for services rendered and expenses incurred under this Agreement **shall not exceed \$50,000.**

D. LATE PERFORMANCE PENALTY

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

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

SECTION III 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 IV OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

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

Global Positioning System (GPS) data deliverables shall include the following:

- Original rover files, unless otherwise specified by MPWMD
- Base station correction files, unless otherwise specified by MPWMD
- Differentially corrected GPS files, if requested by MPWMD
- Copies of field data collection notes
- Completed documentation sheet for each collection event
- Almanac files are optional

GIS deliverables shall include the following:

- Geospatial dataset [generated from GPS data] in Environmental Systems Research Institute, Inc.'s (ESRI) shapefile format, including a projection file. In this regard,

- point features shall be generated as point shapefiles, linear features shall be generated as line shapefiles, and area features shall be generated as polygon shapefiles.
- Each geospatial dataset shall be accompanied by documentation sufficient to meet the Content Standard for Digital Geospatial Metadata (CSDGM), Vers. 2 (FGDC-STD-001-1998), dated June 1998.
- Any geospatial dataset derived from new or existing geospatial data in shapefile format, along with an explanation of the methodology used to generate the derived geospatial data.

Consultant may retain copies for his/her own use.

SECTION V TIME OF PERFORMANCE

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

SECTION VI RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. Upon request, MPWMD shall provide Consultant with all relevant data and studies in its possession without charge. Consultant represents that he/she 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 his/her obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD and the State of California, 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. Consistent with the professional standard of care and except as otherwise expressly set forth herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by MPWMD or others without independent review or evaluation. This Agreement shall not create any rights or benefits to parties other than Consultant and MPWMD. No third party shall have the right to rely on Consultant opinions rendered in connection with the Services without the written consent of Consultant and the third party's agreement to be bound to the same conditions and limitations as MPWMD. Notwithstanding the foregoing, it is understood that Cal-Am may use the deliverables provided hereunder for the purposes contemplated under this Agreement. The parties agree that the work product hereunder, in whole or in part, is not suitable for financing purposes.

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

SECTION VIII CHANGES AND CHANGED CONDITIONS

- A. If, during the course of the work herein contemplated, the need to change the Scope of Work or the Work Schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Work may also result in a change in the compensation amount.

Compensation changes shall be based upon the Consultant Budget and Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement.

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

SECTION IX TERMINATION

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

SECTION X SUB-CONTRACTING AND ASSIGNABILITY

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

SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

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

“No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in

Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter.”

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

SECTION XII INTEREST OF CONSULTANT

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

SECTION XIII CONTINGENT FEES

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

SECTION XIV DISPUTES

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

SECTION XV NOTICES

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

MPWMD: Jonathan Lear
 Monterey Peninsula Water Management District
 5 Harris Court, Building G
 or
 P. O. Box 85
 Monterey, CA 93942-0085

CONSULTANT: Michael Maggiora
 595 Airport Blvd.
 Watsonville, CA 95076

SECTION XVI AMENDMENTS

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

SECTION XVII ATTACHMENTS

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

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

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

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

_____ **Date** _____

BY: David J. Stoldt, General Manager

CONSULTANT

_____ **Date** _____

BY:

FEDERAL TAX IDENTIFICATION NUMBER:

EXHIBIT A – SCOPE OF WORK

1. Complete work outlined in Quote 104580 in an amount not to exceed \$7,860.

DESCRIPTION	QTY	UOM	UNIT PRICE	ITEM TOTAL
MOBILIZATION / DEMOBILIZATION	1	LS	750.00	750.00
PUMP RIG - PULL/FISHING FOR PUMP EQUIPMENT	8	HR	350.00	2,800.00
VIDEO WELL - OPTIONAL	1	LS	1,200.00	1,200.00
PUMP RIG - INSTALL PUMP EQUIPMENT	8	HR	350.00	2,800.00
PIPE PVC SCH 80 1-1/4" W/STAINLESS STEEL COUPLING	20	LF	5.50	110.00
MOTOR SPLICE KIT 4"	1	LS	50.00	50.00
BANDING MATERIALS	1	LS	150.00	150.00
Total Labor and Materials:				\$7,860.00

2. Complete additional as needed tasks for the WY 2024 ASR operational year. Additional tasks will be assigned through amendments to this contract. No additional work shall commence without a signed amendment.

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EXHIBIT B – BUDGET AND FEE SCHEDULE

Tasks completed under this contract will not exceed \$50,000 including tasks outlined in this contract and subsequent amendments, should they be necessary.

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EXHIBIT C – WORK SCHEDULE

This contract will cover all work assigned between 7/1/2023 to 6/30/2024.

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EXHIBIT D – INSURANCE REQUIREMENTS

- I. Subgrantee shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
 - A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. X Automobile Liability - "Any Auto - Symbol 1"
 - D. X Comprehensive General Liability, including Bodily Injury,
Property Damage and Personal Injury
 - E. X 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 \$1,000,000, except for coverage "D" which shall not be less than \$2,000,000. The procurement and maintenance by the Subgrantee of the policies required to be obtained and maintained by Subgrantee under this Agreement shall not relieve or satisfy Subgrantee's obligation to indemnify, defend and save harmless the District.

- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District shall be listed as a certificate holder on the Subgrantee's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 60-day prior written notice of cancellation.

- IV. The District requires that all Subgrantees carry a commercial liability policy written on a broad comprehensive general liability form.
 - A. Such protection is to include coverage for the following hazards, indicated by an "X":
 1. X Premises and Operations
 2. X Products and Completed Operations
 3. Explosion Collapse and Underground
 4. X Broad Form Blanket Contractual
 5. X Broad Form Property Damage
 6. X Personal Injury, A, B & C
 7. X Employees named as Persons Insured
 8. X Protective and/or Contingent Liability (O&CP)

 - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees."

- C. This policy shall contain a severability of interest clause or similar language to the following:

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

EXHIBIT E – DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of responsible party

Name and title of responsible party

Date signed



Memorandum

To:
cc: Dave Stoldt, MPWMD General Manager; Chris Cook, Cal-Am Director of Operations, Monterey Division
From: Jonathan Lear, Water Resources Division Manager
Date: May 15, 2023

Subject: Damage to Seaside Middle School Deep Well (MPWMD ID:260) during routine maintenance

This memo is to document the damage to the installed pump in the Seaside Middle School Deep (SMS Deep) well, located at the Seaside Middle School site, which occurred during installation of a new Rugged Read cable and water level logger. Quarterly water levels and water quality samples are required at this well for the monitoring and reporting of the ASR program.

On 1/27/2023 MPWMD staff noticed that the In-Situ Rugged Read cable that connects to the installed water level logger was malfunctioning and likely required repairs.

On 1/30/2023, an attempt was made to remove the cable from the well. Due to how the well and sounding tube was installed, the water level logger could not be removed from the well without lifting the pump and pump string. Due to the weight of the pump string and pump, this could only be accomplished with the use of a crane.

On 2/17/2023 MPWMD staff mobilized with a truck-mounted auto crane to lift the pump and pump string and remove the malfunctioning logger and cable. It was found that the cable was malfunctioning. The cable was removed, and the logger was temporarily reinstalled on a hanging wire so that water level data collection would resume while the cable was under repair. The pump and pump string were reinstalled with no issues. The cable was submitted to the manufacturer for repairs.

On 5/3/2023, MPWMD staff remobilized with a truck-mounted auto crane to again lift the pump and pump string and reinstall the repaired cable. While the pump and pump string were successfully lifted and the cable reinstalled initially, it was found that excessive tension was being placed on the newly repaired cable and the pump was again lifted and cable adjusted to remove the tension. During the second adjustment, when the pump string and pump were being lowered, the eye bolt holding the pump caught on the edge of the plastic casing. This movement caused the PVC pump string to flex and immediately break. This dropped the pump string and sounding tube down the well.

The SMS Deep well is completed at the surface with an exterior steel casing for protection of the

well head and an interior plastic casing, which is the actual well casing (Figure 1).

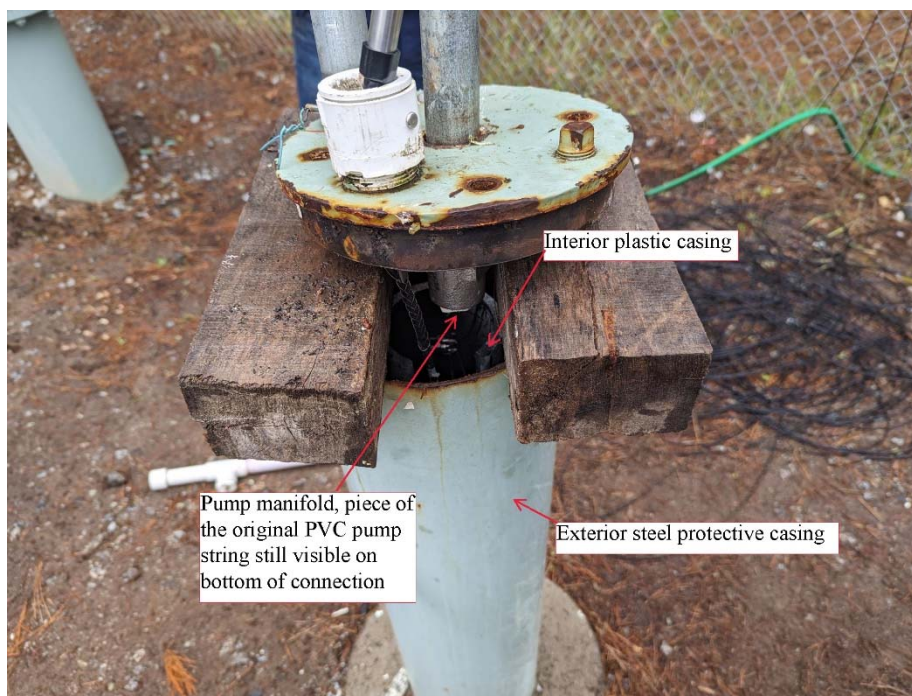
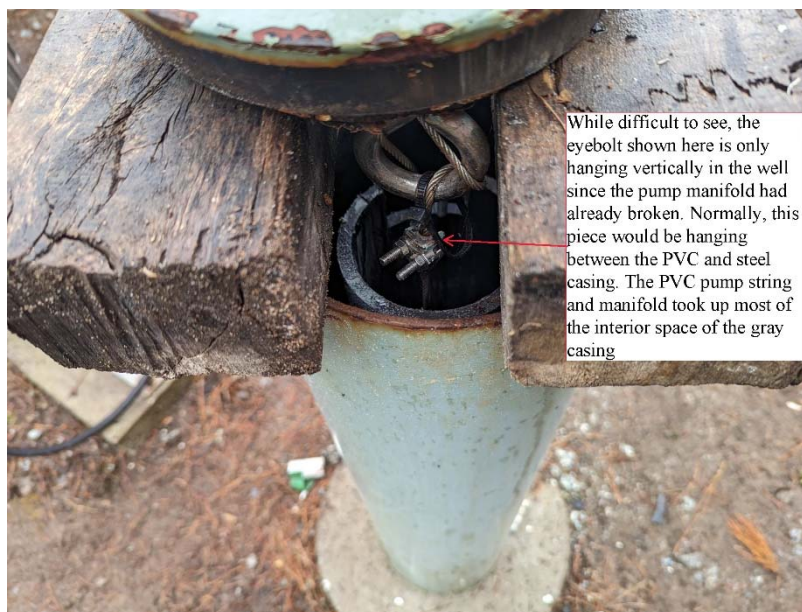


Figure 1) Showing the layout of the SMS Deep well after the pump had broken

The pump manifold connects to the top of the steel casing through a flange, visible in Figure 1 at the top of the photo. The pump manifold is what connects the top of the well to the pump string and sounding tubes, each one-inch PVC pipe within the interior 4-inch PVC casing. It also suspended the electrical wiring to operate the well.

Also suspending the pump is a braided steel cable strung through an eyebolt, visible in Figure 2. The braided steel cable is connected directly to the pump and stops it from dropping in case of breaks to the pump string or pump manifold. The eyebolt is bolted directly into the top flange, between the interior plastic casing and exterior steel casing. Due to clearance issues between the interior PVC casing and exterior steel casing, the eyebolt cannot be suspended directly over the pump, which would be ideal.



As MPWMD Staff lowered the pump for the second time, the eyebolt struck the interior plastic casing, increasing tension on the braided cable as the pump was lowered. Since the eyebolt had to be hung between the interior and exterior casing and not vertically over the pump, this caused a flex in the pump string and sounding tube. The combined weight and flexing of the pump, PVC pump string, and sounding tube snapped the manifold connection nearly instantly, despite a spotter.

Due the weight and complexity of removing the PVC and pump, a driller with more specialized tools will need to be mobilized to the site for removal and resetting the pump. During the mobilization of the drillers, MPWMD will ask for suggestions about how to prevent this from happening again, including cutting down the internal PVC casing or changing how the eyebolt hangs inside of the casing.

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

10. CONSIDER AUTHORIZING 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

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt	Program/	Water Supply Projects, Hydrologic
	General Manager	Line Item:	1-2-1-B2 (ASR), 2-5-2-A (Watermaster), 2-5-1-B (CVAA)
Prepared By:	Jonathan Lear	Cost Estimate:	\$30,000 for all programs

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: Staff proposes to use Monterey Bay Analytical Services (MBAS) to complete water quality analysis in support of the District's Aquifer Storage and Recovery (ASR) Project, the Watermaster's Seaside Groundwater Basin Monitoring and Maintenance Program, and the District's Carmel Valley Alluvial Aquifer monitoring network. Each of the programs has a specific set of constituents, sample frequency, and locations required to satisfy the program contributing the variability of costs between the programs. The District currently has a business relationship with MBAS and is billed on a net 30 following completion of laboratory analysis.

RECOMMENDATION: The Finance and Administration Committee should recommend 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 2023-2024.

BACKGROUND: The District uses MBAS to complete the water quality laboratory analysis related to the ASR, Watermaster and District programs. The following is an explanation of how MPAB is used in each program.

ASR: The District's Carmel River ASR Program is enrolled in the General Permit for the injection of drinking water at the Regional Water Quality Control Board. (https://www.dropbox.com/s/ryes0bpe4754a8y/MPWMD_NOA_ASR_final_signed%20%28003)

[%29.pdf?dl=0](#)) Water quality sampling is driven by this permit and project operations which are controlled largely by the availability of excess runoff on the Carmel River Watershed. The total cost of the water quality program is unknown due to these factors, however the average cost of the program is less than the budget placeholder of \$11,000. All funds spent on this program are reimbursed by CalAm through the ASR agreement.

Watermaster: The Seaside Groundwater Basin was Adjudicated in 2006. On May 25, 2006, the Basin Monitoring and Maintenance Plan was approved by the Monterey County Superior Court. (<https://www.seasidebasinwatermaster.org/seasidebasinwatermaster.org/Other/5-25-06BMMP%20Court%20Approval.pdf>) This plan set the required hydrologic monitoring required by the Watermaster to measure the health and the effects of the Adjudication Decision on the Seaside Groundwater Basin. The District is under contract with the Watermaster to complete the hydrologic monitoring and database tasks to support this Plan. Budget allocated for this sampling over FY 2023-2024 is \$17,000. All laboratory expenditures for the Watermaster are reimbursed through the contractual agreement to complete the work.

District CVAA Program: The District installed monitor wells into the Carmel Valley Alluvium in the late 1980's and began collecting water quality data from the monitoring network. Data from this network is used to track water quality related to septic systems in the Mid-Valley region and trends in salinity in the aquifer over periods of drought. Water quality sampling at private wells is also used when permitting Water Distribution Systems to determine if the private well is connected to the Alluvial Aquifer. Budget allocated for this program is \$2,000 for FY 2023-2024.

EXHIBIT

None

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

11. CONSIDER DIRECTING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH MONTGOMERY AND ASSOCIATES TO PROVIDE GROUNDWATER MODELING SUPPORT TO THE DISTRICT

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	Dave Stoldt General Manager	Program/ Line Item No.:	1-5-1-A
Prepared By:	Jon Lear	Cost Estimate:	\$55,000

General Counsel Approval: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: District Staff has been working with two groundwater models over the past number of years to support the development of water resources projects, the evaluation of possibly removing Los Padres Reservoir, and the effects of climate change on the future of water resources on the Monterey Bay region. District staff has been working with Monterey One Water (M1W) and Montgomery and Associates to support the effort of expanding Pure Water Monterey and to permit the ongoing tracer test associated with the current operating project. District staff has been utilizing the United States Geological Survey (USGS) to support the effort of evaluating the alternatives for Los Padres Dam and climate change on the Carmel River Basin. A line item of \$55,000 is included in the FY2023-2024 budget to support the continued use of the Carmel River and Seaside Groundwater Basin Models by Montgomery.

As new water resource projects come online and more restrictive regulations on how much water can be produced from Carmel Valley, it is important that the District maintain the ability to model future iterations of projects and regulations as we plan for the Pure Water Monterey Expansion Project. Montgomery and Associates currently maintains the Seaside Basin model for the Watermaster and M1W and maintains the Carmel River Basin Model for the District. As the Expansion project is constructed and wells are performance tested, the groundwater system will need to be modeled with the new information to establish travel times of groundwater from injection wells to recovery wells. In addition, District Ordinance No. 183 will need to be updated with the results of this modeling as a requirement from the Department of Drinking Water to operate the expanded project.

(<https://www.mpwmd.net/ordinances/final/ord183/Ordinance183.pdf>) The proposed contract included in this staff note as **Exhibit 11-A** would provide the District the ability to retain the consultant that is already familiar with the water resources needs of the region in a timely manner to operate and maintain both groundwater models for District Purposes.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board authorize and direct the General Manager to enter into a contract with Montgomery and Associates to provide groundwater modeling support to the District in an amount not-to-exceed \$55,000

BACKGROUND: The District utilizes two groundwater models to simulate hydrologic processes associated with proposed projects such as the Pure Water Monterey Expansion and the investigation into the removal of Los Padres Dam. The Seaside Groundwater model was developed by the Seaside Watermaster in 2010 and the Carmel River Basin Hydrologic Model was developed by the USGS and District staff over the past 6 years. Both models are currently in use supporting projects including water resources and the evaluation of climate change on future water resources for the Monterey Bay Area.

EXHIBIT

11-A Contract with Montgomery and Associates to perform as needed groundwater modeling work to support buildout and permitting of Pure Water Monterey Expansion

EXHIBIT 11-A

**DRAFT
AGREEMENT BETWEEN THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND
MONTGOMERY AND ASSOCIATES
FOR PROFESSIONAL SERVICES TO PROVIDE GROUNDWATER MODELING SUPPORT**

THIS AGREEMENT is entered into this ____ day of July, 2023 by and between Montgomery and Associates, hereinafter called "Consultant," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD".

SECTION I - SCOPE OF SERVICES

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

SECTION II COMPENSATION

A. FEE SCHEDULE

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

B. METHOD OF PAYMENT

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the schedule shown in **Exhibit C**, Work Schedule. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by MPWMD that work performed has been satisfactory and that payment is for the work specified in **Exhibit A**, Scope of Work. Where MPWMD finds the work to be unsatisfactory, MPWMD shall describe deficiencies in writing to Consultant within ten (10) days.

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

C. MAXIMUM PAYMENT

Payments to Consultant for services rendered and expenses incurred under this Agreement **shall not exceed \$55,000.**

D. LATE PERFORMANCE PENALTY

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

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

SECTION III 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 IV OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

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

Global Positioning System (GPS) data deliverables shall include the following:

- Original rover files, unless otherwise specified by MPWMD
- Base station correction files, unless otherwise specified by MPWMD
- Differentially corrected GPS files, if requested by MPWMD
- Copies of field data collection notes
- Completed documentation sheet for each collection event
- Almanac files are optional

GIS deliverables shall include the following:

- Geospatial dataset [generated from GPS data] in Environmental Systems Research Institute, Inc.'s (ESRI) shapefile format, including a projection file. In this regard,

- point features shall be generated as point shapefiles, linear features shall be generated as line shapefiles, and area features shall be generated as polygon shapefiles.
- Each geospatial dataset shall be accompanied by documentation sufficient to meet the Content Standard for Digital Geospatial Metadata (CSDGM), Vers. 2 (FGDC-STD-001-1998), dated June 1998.
 - Any geospatial dataset derived from new or existing geospatial data in shapefile format, along with an explanation of the methodology used to generate the derived geospatial data.

Consultant may retain copies for his/her own use.

SECTION V TIME OF PERFORMANCE

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

SECTION VI RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. Upon request, MPWMD shall provide Consultant with all relevant data and studies in its possession without charge. Consultant represents that he/she 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 his/her obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD and the State of California, 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. Consistent with the professional standard of care and except as otherwise expressly set forth herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by MPWMD or others without independent review or evaluation. This Agreement shall not create any rights or benefits to parties other than Consultant and MPWMD. No third party shall have the right to rely on Consultant opinions rendered in connection with the Services without the written consent of Consultant and the third party's agreement to be bound to the same conditions and limitations as MPWMD. Notwithstanding the foregoing, it is understood that Cal-Am may use the deliverables provided hereunder for the purposes contemplated under this Agreement. The parties agree that the work product hereunder, in whole or in part, is not suitable for financing purposes.

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

SECTION VIII CHANGES AND CHANGED CONDITIONS

- A. If, during the course of the work herein contemplated, the need to change the Scope of Work or the Work Schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Work may also result in a change in the compensation amount.

Compensation changes shall be based upon the Consultant Budget and Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement.

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

SECTION IX TERMINATION

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

SECTION X SUB-CONTRACTING AND ASSIGNABILITY

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

SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

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

“No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in

Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter.”

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

SECTION XII INTEREST OF CONSULTANT

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

SECTION XIII CONTINGENT FEES

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

SECTION XIV DISPUTES

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

SECTION XV NOTICES

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

MPWMD: Jonathan Lear
 Monterey Peninsula Water Management District
 5 Harris Court, Building G
 or
 P. O. Box 85
 Monterey, CA 93942-0085

CONSULTANT: Derrick Williams
 Montgomery & Associates
 1023 Nipomo Avenue, Suite 200
 San Luis Obispo, CA 93401
 (510) 332-7898 (mobile)

SECTION XVI AMENDMENTS

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

SECTION XVII ATTACHMENTS

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

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

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

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

_____ **Date** _____

BY: David J. Stoldt, General Manager

CONSULTANT

_____ **Date** _____

BY: Derrik Williams, Project Manager

FEDERAL TAX IDENTIFICATION NUMBER: 86-0484626

EXHIBIT A – SCOPE OF WORK

1. On an as needed basis provide modeling support utilizing the Seaside Groundwater Basin and Carmel Valley Hydrologic Models to support the Pure Water Monterey Expansion and Los Padres Alternatives Study.
2. Set up model scenarios and complete model runs.
3. Prepare reports and presentations related to model input and results.
4. Present model results at Board Meetings or in a Regulatory setting.

EXHIBIT B – BUDGET AND FEE SCHEDULE



**2023 SCHEDULE OF FEES AND
EXPENSES FOR SERVICES
CONDUCTED IN CALIFORNIA**

PROFESSIONAL FEES	Hourly Rate (\$)
Scientist 9*	295
<i>Scientist 8 (Derrick Williams)</i>	275
<i>Scientist 7</i>	250
<i>Scientist 6</i>	228
<i>Scientist 5 (Pascual Benito)</i>	205
<i>Scientist 4</i>	182
<i>Scientist 3</i>	160
<i>Scientist 2</i>	138
<i>Scientist 1</i>	118
Health & Safety Coordinator	210
Senior Programming Specialist	230
Senior Water Policy/Economics Specialist	270
Water Policy/Economics Specialist 2	225
Water Policy/Economics Specialist 1	205
Drilling Specialist 2	160
Drilling Specialist 1	140
Hydrologic Technician 2	127
Hydrologic Technician 1	107
Hydrologic Assistant	90
GIS / Data Coordinator	160
GIS / Data Specialist 2	145
GIS / Data Specialist 1	115
Scientific Illustrator 2	110
Scientific Illustrator 1	95
Contract Administrator	85
Technical Editor	80
Clerical	65
EXPENSES	

Airline travel, ZipCar, and auto rental	Cost, plus 10%
Lodging and subsistence	Cost, plus 10%
Copying, printing, long distance calls, shipping, field supplies	Cost, plus 10%
Subcontractor services	Cost, plus 10%
Laboratory services	Cost, plus 10%
Use of private vehicles	Standard IRS Rate

EXHIBIT C – WORK SCHEDULE

This scope of work is to be completed for tasks that arise in Calendar Years 2024 and 2025.

EXHIBIT D – INSURANCE REQUIREMENTS

- I. Subgrantee shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
 - A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. Automobile Liability - "Any Auto - Symbol 1"
 - D. X Comprehensive General Liability, including Bodily Injury,
Property Damage and Personal Injury
 - E. Owners & Contractors Protective
 - F. Protection & Indemnity (Marine/Aviation)

- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$2,000,000. The procurement and maintenance by the Subgrantee of the policies required to be obtained and maintained by Subgrantee under this Agreement shall not relieve or satisfy Subgrantee's obligation to indemnify, defend and save harmless the District.

- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District shall be listed as a certificate holder on the Subgrantee's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 60-day prior written notice of cancellation.

- IV. The District requires that all Subgrantees carry a commercial liability policy written on a broad comprehensive general liability form.
 - A. Such protection is to include coverage for the following hazards, indicated by an "X":
 1. X Premises and Operations
 2. X Products and Completed Operations
 3. Explosion Collapse and Underground
 4. X Broad Form Blanket Contractual
 5. X Broad Form Property Damage
 6. X Personal Injury, A, B & C
 7. X Employees named as Persons Insured
 8. X Protective and/or Contingent Liability (O&CP)

 - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees."

- C. This policy shall contain a severability of interest clause or similar language to the following:

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

EXHIBIT E – DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of responsible party

Name and title of responsible party

Date signed

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FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

12. CONSIDER ADOPTION OF RESOLUTION 2023-08 CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF GENERAL AND SPECIAL TAXES, ASSESSMENTS, AND PROPERTY-RELATED FEES AND CHARGES

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Revenues
Prepared By:	Suresh Prasad	Cost Estimate:	\$9,000

General Counsel Approval: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: At its February 23, 2012 meeting, the Board directed staff to implement a Proposition 218 process for the development of water supply fees and charges, including the hiring of a rate consultant and the development of the necessary ordinances, resolutions, and notices for implementation thereof.

At its April 16, 2012 meeting, the Board reviewed as an informational item two alternative draft resolutions for the collection mechanism of the proposed annual Water Supply Charge. At its June 27, 2012 meeting the Board reviewed and approved Resolution 2012-06 for collection of Water Supply Charge through County Assessor's Office. At this time, the Board is asked to adopt Resolution 2023-08 certifying compliance with State law with respect to the Water Supply Charge to allow the County of Monterey to continue collection of the Water Supply Charge on the property tax bill. This Resolution gets adopted by our Board annually.

The County will charge the District 0.25% of the amount that is collected by the County. The approximate collection fee for this fiscal year will be \$9,000.

RECOMMENDATION: The Finance and Administration Committee should review and adopt Resolution 2023-08 and authorize the County of Monterey for collection of Water Supply Charge on the property tax bill.

BACKGROUND: There were two alternatives for the water supply charge collection mechanism: Alternative A was bills sent directly by the District or through a third-party mailing house; Alternative B was the use of the semi-annual County Assessor's bill, similar to what is the current practice for Carmel Area Wastewater District and the water recipients under the Castroville Seawater intrusion Project. At its June 27, 2012 meeting the Board reviewed and

approved Resolution 2012-06 for collection of Water Supply Charge on the County Assessor's Office.

EXHIBIT

12-A Resolution 2023-08

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EXHIBIT 12-A

RESOLUTION 2023-08 (DRAFT)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF GENERAL AND SPECIAL TAXES, ASSESSMENTS, AND PROPERTY-RELATED FEES AND CHARGES

WHEREAS, Monterey Peninsula Water Management District (“Public Agency”) requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit “A” on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for fiscal year 2023-24;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Public Agency hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “A”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California.
2. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the Cd or electronic file identified as Exhibit “A”, the Public Agency shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “A” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and

agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED on this 20th day of June 2023 on a motion by Director and second by Director by the following vote, to wit:

AYES:

NAYES:

ABSENT:

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify that the foregoing is a resolution duly adopted on the 20th day of June 2023.

Dated:

David J. Stoldt
Secretary to the Board

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EXHIBIT "A"
TO
RESOLUTION CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT
TO THE LEVYING OF GENERAL AND SPECIAL TAXES, ASSESSMENTS, AND
PROPERTY-RELATED FEES AND CHARGES

FISCAL YEAR 2023-24

GENERAL TAXES:

SPECIAL TAXES:

ASSESSMENTS:

PROPERTY-RELATED FEES AND CHARGES:

The annual Water Supply Charge may only be used to fund District water supply activities, including capital acquisition and operational costs for Aquifer Storage and Recovery and Groundwater Replenishment purposes, as well as studies related to projects necessary to ensure sufficient water is available for present beneficial water use.

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

13. CONSIDER ADOPTION OF RESOLUTION 2023-09 ESTABLISHING ARTICLE XIII (B) FISCAL YEAR 2023-2024 APPROPRIATIONS LIMIT

Meeting Date: June 12, 2023 **Budgeted:** N/A

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

Prepared By: Suresh Prasad **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: Article XIII (B) of the California Constitution requires that an appropriations limit be calculated on an annual basis. Attached as **Exhibit 13-A** is Resolution 2023-09, A Resolution of the Board of Directors of the Monterey Peninsula Water Management District Establishing an Appropriations Limit for Fiscal Year 2023-2024. The resolution establishes an appropriations limit of \$2,146,457 for fiscal year 2023-2024 as calculated on the Property Tax Appropriations Limit worksheet, which is **Attachment 1** to the resolution. The worksheet also shows that District estimates that it will receive \$2,600,000 in property tax revenues during the fiscal year. After subtracting exempt appropriations of \$553,000 from the estimated property tax revenues, the appropriations subject to the limit are \$2,047,000, which is under the appropriations limit calculated under the provisions of Article XIII (B), resulting in estimated excess tax revenue of \$0.00.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board adopt Resolution 2023-09, A Resolution of the Board of Directors of the Monterey Peninsula Water Management District Establishing an Appropriations Limit for Fiscal Year 2023-2024 in the amount of \$2,146,457.

EXHIBIT

13-A Resolution 2023-09



EXHIBIT 13-A

RESOLUTION 2023-09 (DRAFT)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024

WHEREAS, Article XIII (B) of the California Constitution requires that each local government agency annually establish an appropriations limit; and

WHEREAS, the Monterey Peninsula Water Management District desires to establish its appropriations limit for the purpose of setting its budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Monterey Peninsula Water Management District hereby determines that the 2023-2024 appropriations limit for the District is \$2,146,457 based on a 2023-2024 multiplier of 1.0393, as shown on **Attachment 1**.

PASSED AND ADOPTED on this 20th day of June 2023 on a motion by Director and second by Director by the following vote, to wit:

AYES:

NAYES:

ABSENT:

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify that the foregoing is a resolution duly adopted on the 20th day of June 2023.

Dated:

David J. Stoldt
Secretary to the Board

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ATTACHMENT 1**PROPERTY TAX APPROPRIATION LIMIT
2023-2024 BUDGET**

Appropriations Limit for 2022-2023	\$2,065,326	
Multiplier	<u>1.0393</u>	note 1
Appropriations Limit for 2023-2024	\$2,146,457	
Appropriations Subject to Limit:		
Property Tax	\$2,600,000	note 2
Exempt Appropriations	<u>(\$553,000)</u>	
Total	<u>\$2,047,000</u>	
Appropriations Limit for 2023-2024	<u>\$2,146,457</u>	
Estimated Excess Tax Revenue	<u>\$0</u>	

NOTES:

1. Source: Price and Population Data for Local Jurisdictions
Department of Finance, May 2023

$$\text{Price } 1.0444 \times \text{Population } 0.9951 = 1.0393$$

Price	1.0444
Population	<u>0.9951</u>
Ratio of change	<u>1.0393</u>

2. Property tax revenue estimate \$2,600,000

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

14. CONSIDER ADOPTION OF RESOLUTION NO. 2023-10- AMENDING FEES AND CHARGES TABLE – RULE 60

Meeting Date: June 12, 2023 **Budgeted:** N/A

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

Prepared By: Gabriela Bravo **Cost Estimate:** N/A

General Counsel Review: Yes

Committee Recommendation: The Finance and Administration Committee considered this item on June 12, 2023, and recommended _____.

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

SUMMARY: Resolution 2023-10 (**Exhibit 14-A**) amends Rule 60, the Fees and Charges Table, to reflect actual expenses (time, effort, and cost) incurred by the District as a result of providing the services listed. The amendments to Rule 60 are shown in **Exhibit 14-B** and proposed in Resolution 2023-10. There are 18 amendments to the Fees and Charges Table to include the following:

1. “Request for Water from District Reserve Allocation” item 37 is moved to item 3 under “*Action on any Appeal/Variance*” section.
2. “Amendment to a Water Use Permit (Water Entitlement Process)” item 62 is moved to item 7 under “*Action on any Permit*” section.
3. “Application for Non-Residential Water Permit” item 18 is moved to item 8 under “*Action on any Permit*” section.
4. “Application for Residential Water Permit” item 21 is moved to item 9 under “*Action on any Permit*” section.
5. “Application for Water Use Permit (Water Entitlement Process)” item 63 is moved to item 10 under “*Action on any Permit*” section.
6. “Review Landscape Plans” item 36 is renamed as Application for Landscape Water Permit and moved to item 11 under “*Action on any Permit*” section.
7. “WDS Permit Pre-Application for Consultation” item 11 is renamed “Pre-Application for Consultation relating to WDS Permits” and moved to item 20.

8. “Pre-Application for Consultation relating to Water Permits” item 30 is moved to item 21.
9. “Water Permit to Reinstall Meter” item 15 is renamed to “Application to Reinstall Meter” is moved to item 22.
10. “Recalculation of Final Capacity Fees” item 27 is deleted as it is included in the Water Permit Application Fee.
11. “CD-ROM or DVD” item 52 is new.
12. “Oversized or Irregularly Shaped Documents” item 53 is new.
13. “Preparation of a new record that requires Data Compilation, Extraction or Programming” item 54 is new.
14. “Repeat Inspection” item 64, fee changed.
15. “Water Use Permit Monitoring (Water Entitlement Process)” in item 64 is deleted as it is included in the Water Use Permit Application fee.
16. “Legal work performed by MPWMD Counsel on Water Entitlement Related Actions” item 66 is deleted and incorporated into line 44.
17. “Direct Costs-Courier Charge, Federal Express Charges” in item 67 is deleted as it is a duplicate with item 43 and is now on item 42.
18. All subsequent lines shall be renumbered after insertion of *New, Moved and/or deleted lines*.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board adopt Resolution 2023-10, Amending Rule 60, Fees and Charges Table.

BACKGROUND: Ordinance No. 120, adopted March 21, 2005, allows changes to the Fees and Charges Table by Board Resolution. The Fees and Charges Table was last updated on October 18, 2021, by adoption of Resolution 2021-17.

EXHIBITS

14-A Draft Resolution No. 2023-10

14-B Attachment A: Proposed Fees and Charges Table to Resolution No. 2023-10 (Redline)

14-C Attachment A: Proposed Fees and Charges Table to Resolution No. 2023-10 (Clean)

EXHIBIT 14-B To be provided under separate cover and posted to the District’s site at <https://www.mpwmd.net/who-we-are/committees/board-committees/administrative-committee/>



EXHIBIT 14-A

RESOLUTION 2023-10 (DRAFT)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AMENDING RULE 60, FEES AND CHARGES TABLE

WHEREAS, the Fees and Charges of the Monterey Peninsula Water Management District (MPWMD) are set forth in the MPWMD Rules and Regulations; and

WHEREAS, the MPWMD Board of Directors created a new Fees and Charges Table in MPWMD Rule 60 pursuant to Ordinance No. 120, which became effective on April 20, 2005; and

WHEREAS, the Fees and Charges shall bear a positive correlation to the actual time, effort, and cost of providing the services and actions set forth in the Fees and Charges Table.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Monterey Peninsula Water Management District hereby amends Rule 60, Fees and Charges Table and (as amended by Resolution 2023-10) as set forth as Attachment A (additions shown in ***bold italics*** and deletions shown in ~~strikeout~~); and that this change shall be effectively July 1, 2023.

PASSED AND ADOPTED on this 20th day of June 2023 on a motion by Director _____ and second by Director _____, by the following vote, to wit:

AYES:

NAYES:

ABSENT:

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify that the foregoing is a resolution duly adopted on the 20th day of June 2023.

Dated:

David J. Stoldt
Secretary to the Board

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EXHIBIT 14-C**Fees and Charges Table (Effective July 1, 2023)**

Action		Fee
<i>Action on any Appeal/Variance</i>		
1.	Appeal or Variance	\$900 plus \$90 per staff hour for more than 10 hours
2.	Short-Term Variance (Rule 91)	\$125
3.	Request for Water from District Reserve Allocation	\$225 per application plus \$90 per staff hour for more than 2.5 hours
<i>Action on any Permit</i>		
4.	Administrative fee to monitor, review and enforce applications and/or permits for Special Circumstances (Rule 24)	\$1800 plus \$90 per staff hour for more than 20 hours
5.	Amendment to a Non-Residential Water Permit (Rule 23)	\$180 per amendment plus \$90 per staff hour for more than 2 hours
6.	Amendment to a Residential Water Permit (Rule 23)	\$135 per amendment plus \$90 per staff hour for more than 1.5 hours
7.	Amendment to a Water Use Permit (Water Entitlement Process) (also may require Capacity Fees pursuant to Rule 24)	\$90 per amendment plus \$90 per staff hour for more than 1 hour; also see Rule 24
8.	Application for Non-Residential Water Permit (Rule 23)	\$450 per structure plus \$90 per staff hour for more than 5 hours
9.	Application for Residential Water Permit (Rule 23)	\$225 per Dwelling Unit plus \$90 per staff hour for more than 2.5 hours
10.	Application for Water Use Permit (Water Entitlement Process) (also may require Connection Charges pursuant to Rule 24)	\$270 per Site plus \$90 per staff hour for more than 3 hours; also see Rule 24
11.	Application for Landscape Water Permit	\$225 per application plus \$90 per staff hour for more than 2.5 hours
12.	Application for Conditional Water Permit (Rule 23)	\$450 per structure plus \$90 per staff hour for more than 5 hours
13.	Application for Confirmation of Exemption (Rule 21)	\$600 per application. If needed, additional staff hours are charged at a rate of \$99 per hour; recovery for other MPWMD actual direct costs will be additional if not covered by the initial \$600 fee
14.	Water Quality Sampling for Confirmation of Exemption	Actual cost incurred by District
15.	Application Fee Deposit to Create/Establish or Amend a WDS, Level 1 or 2 Permit (Rules 21 and 22)	\$1,200 per application. If needed, additional staff hours are charged at a rate of \$99 per hour; recovery for other MPWMD actual direct costs will be additional if not covered by the initial \$1,200 fee; unused funds will be refunded
16.	Application Fee Deposit to Create/Establish or Amend a WDS, Level 3 Permit (Rules 21 and 22)	\$3,000 per application. If needed, additional staff hours are charged at a rate of \$99 per hour; recovery of other MPWMD actual direct costs

EXHIBIT 14-C**Fees and Charges Table (Effective July 1, 2023)**

		will be additional if not covered by the initial \$3,000 fee; unused funds will be refunded
Action		Fee
<i>Action on any Permit</i>		
17.	Application to Create/Establish a Water Distribution System or Amend a Water Distribution System Creation Permit - Deposit for Unusually Complex Projects: "Unusually complex projects" are defined as projects requiring MPWMD staff time substantially more than the hours stated in the Application Fee to Create a Water Distribution System. In these situations, staff will review the cumulative total of hours and expenses accrued each quarter (January, April, July and October). The Applicant will be billed if the quarterly unpaid total is more than \$500 over the initial fee. The Applicant must pay the overage within 30 days of the invoice for staff to continue processing the application. The Confirmation of Exemption or WDS Permit is not signed and recorded until all fees are paid (Rules 21 and 22)	\$3,000 plus any additional staff or legal review as determined on a case-by-case basis by the General Manager
18.	Application to Create/Establish a Water Distribution System or Amend a Water Distribution System Creation Permit – Legal Fees: Any legal work performed by MPWMD Counsel associated with the Application is charged to the Applicant at actual cost, based on the hourly rate of retained MPWMD legal counsel at the time services are rendered (Rule 22)	Actual cost, based on the hourly rate of retained MPWMD legal counsel at the time services are rendered
19.	Application to Create/Establish a Water Distribution System or Amend a Water Distribution System Creation Permit – Unused Funds (Rule 22)	Unused deposits or Application fee will result in a refund of unused funds to the Applicant
20.	Pre-Application for Consultation relating to WDS Permits (First hour free) (Rule 22)	There shall be no charge for the first hour of consultation with MPWMD staff regarding the WDS Permit process. An Application Form and associated fee must be submitted after the first hour unless otherwise determined by the General Manager due to unusual circumstances
21.	Pre-Application Consultation relating to Water Permits (First 30 minutes free) (Rule 20)	\$225 plus \$90 per staff hour for more than 2.5 hours
22.	Application to Reinstall Meter (Former use documented under Rule 25.5)	No Fee
23.	Application to Split an Existing Meter	No Fee
24.	Application for Temporary Water Permit (Rule 23)	\$450 per structure plus \$90 per staff hour for more than 5 hours
25.	Plan Check for Non-Residential Waivers (includes Site Inspection)	\$225 per structure
26.	Plan Check for Non-Residential Waivers (No Site Inspection)	\$90 per structure
27.	Plan Check for Residential Waivers (includes Site Inspection)	\$225 per Dwelling Unit
28.	Plan Check for Residential Waivers (No Site Inspection)	\$90 per Dwelling Unit

EXHIBIT 14-C**Fees and Charges Table (Effective July 1, 2023)**

29.	Capacity Fees (Moderate Income Housing) (Rule 24.5)	50% of Capacity Fees set pursuant to Rule 24
30.	Capacity Fees - (Low-Income Housing) (Rule 24.5)	Exempt from Capacity Fees set pursuant to Rule 24
Action		Fee
<i>Action on any Permit</i>		
31.	Capacity Fees - Residential and Non-Residential Water Permits	See Rule 24
32.	Direct Costs - Publication Expenses, Filing Fees, Etc. (Rule 60)	Actual cost incurred by District - Applies to Water Distribution System Permits only
33.	Permit Fee Payment Plans (Limited to California Non-Profit Public Benefit Corporations and requires Board approval and finding of substantial financial hardship) (Rule 24)	Deferred interest rate set by the Board
34.	Refund of Capacity Fees (Rule 24)	\$90 processing fee plus \$90 per staff hour for more than 1 hour
35.	River Work Permits (see separate list below)	
36.	Water Entitlement Related Activity - (see separate list below)	
37.	Water Use Credits - On-Site Credits (see separate list below)	
<i>Document Preparation, Processing, Review or Retrieval (Rule 60)</i>		
38.	Scan Construction Plans for Water Permit	\$45 per application. Time to process beyond 30 minutes shall be charged at a rate of \$90/hour.
39.	Deed Preparation and Review by Staff	\$110 per deed restriction.
40.	Legal Review of Deed Restrictions for an LLC, Company, HOA, Corporations, Partnerships, etc.	Actual cost incurred by District
41.	Direct Costs - Publication Expenses, Etc.	Actual cost incurred by District
42.	Direct Costs for Deed Restrictions - Courier Charge, Federal Express, E-record	Actual cost incurred by District
43.	Document Recordation (if separate from review or preparation)	Actual cost incurred by District (document lengths vary)
44.	Legal Review performed by MPMWD Counsel on Deed Restrictions Related to Appeals, Permits, Variances, Water Use Credits, or other Activities	Charged at the hourly rate of retained MPWMD legal counsel at the time services are rendered
<i>Water Conservation and Rationing Plan</i>		
45.	Misrepresentation of resident survey information during Stage 4, 5, 6 and 7 (Rule 170)	\$250 for each offense. Each separate day or portion thereof during which any violation occurs or continues without a good-faith effort by the responsible Water User to correct the violation. See Rule 170.
<i>Publication Fees</i>		

EXHIBIT 14-C**Fees and Charges Table (Effective July 1, 2023)**

46.	MPWMD Rules & Regulations (Rule 60)	\$46 per copy
<i>Public Records Act Response Costs</i>		
47.	Black and White Copies	\$0.10 cents per page
48.	Color Copies	\$0.50 cents per page
49.	Two-Sided Copies	\$0.10 cents per page
50.	Mailing	Actual cost incurred by District
51.	Thumb Drive	\$5.00
52.	CD-ROM or DVD	\$5.00
53.	Oversized or Irregularly Shaped Documents	Actual duplication costs charged by vendor Costs to be incurred by requestor
54.	Preparation of a new record that requires Data Compilation, Extraction or Programming	Charged based on labor and time to produce the record Costs to be incurred by requestor
<i>Rebate Processing</i>		
55.	Application for Rebate	No charge
<i>River Work Permits (Rules 126 and 127)</i>		
56.	Minor River Work	\$25 per application
57.	River Work Permit	\$50 per application
58.	Emergency River Work	\$50 per application
59.	Unusually Complex Applications	Actual cost incurred by District for MPWMD staff time in excess of five (5) hours per application plus direct costs
<i>Inspection Activities (Rule 110)</i>		
60.	Cancellation of Inspection (less than 24 hours notice)	\$75 per inspection
61.	No-Show; Failure to Provide Access for Scheduled Inspection	\$75 per inspection
62.	Conservation Verification Inspection Pursuant to Rule 143 and 144 (Retrofit of Existing Commercial Uses and Change of Ownership or Use)	No Charge
63.	Site Inspection (pre-application, or not associated with a planned application, or inspection to document Non-Residential retrofit pursuant to Rule 25.5)	\$110 per inspection
64.	Repeat Inspection (overlooked fixtures or failure to show all fixtures)	\$110 per inspection

EXHIBIT 14-C**Fees and Charges Table (Effective July 1, 2023)**

<i>Water Use Credits and On-Site Credit Activity (Rule 25.5)</i>		
65.	Documentation of Water Use Credit - Non-Residential (Rule 25.5)	\$110 plus \$75 per staff hour for more than 1.5 hours
66.	3rd Party Consulting or Ancillary Costs incurred to verify water use savings	Actual cost incurred by District
<i>Water Credit Transfer Activity (Rule 28)</i>		
67.	Application to Transfer a Water Use Credit (originating Site)	\$2,700 plus \$90 per staff hour for more than 30 hours
68.	Application for a Water Permit utilizing a Water Credit Transfer (receiving Site)	\$900 plus \$90 per staff hour for more than 10 hours
69.	Complex Transfer fee for projects proposing to save water by means of new water saving technology	\$3,600 plus \$90 per staff hour for more than 40 hours
70.	3rd Party Consulting or Ancillary Costs incurred to review transfer	Actual cost incurred by District
<i>Water Waste Fees (Rule 162)</i>		
<i>Fee amounts are tripled for customers using over 500,000 gallons/year</i>		
71.	First offense	No fee: Written notice and opportunity to correct the situation
72.	Fee for first Flagrant Violation	\$100
73.	Fee for second Flagrant Violation within two (2) months	\$250
74.	Fee for third and subsequent Flagrant Violations within twelve (12) months	\$500
75.	Fee for Administrative Compliance Order or Cease & Desist Order	Up to \$2,500 per day for each ongoing violation, except that the total administrative penalty shall not exceed one hundred thousand dollars (\$100,000.00) exclusive of administrative costs, interest and restitution for compliance re-inspections, for any related series of violations
76.	Late payment charges	Half of one percent of the amount owed per month
<i>Well Monitoring Activity (Rule 52)</i>		
77.	Registration of an Existing Well - Non-Public Entities	\$50 per Registration
78.	Registration of an Existing Well - Public Entities	No Fee
79.	Registration of a New Well - Non-Public Entities	No Fee
80.	Registration of a New Well - Public Entities	No Fee
81.	Well Registration Form	\$50 per Form
82.	Application to Convert Water Well to Monitor Well	\$50 Application Fee \$550 Conversion Fee (upon application approval)

EXHIBIT 14-C**Fees and Charges Table (Effective July 1, 2023)**

Table added by Ordinance No. 120 (3/21/2005); amended by Resolution No. 2005-06 (8/12/2005); Resolution 2007-02 (4/16/2007); Resolution 2007-06 (5/21/2007); Resolution 2010-09 (7/19/2010); Ordinance No. 157 (12/9/2013); Resolution 2014-05 (4/21/2014); Resolution 2014-14 (07/21/2014); Resolution 2016-20 (11/14/2016); Resolution 2017-12 (6/19/2017); Ordinance 177 (9/18/2017); Resolution 2020-04 (5/18/2020); Resolution 2020-08 (6/15/2020); Resolution No. 2020-14 (10/19/2020); Resolution No. 2021-11 (8/16/2021); Resolution 2021-17 (10/18/2021)

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FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

15. CONSIDER ADOPTION OF RESOLUTION 2023-11 ANNUAL UPDATE TO RULE 24, TABLE 3, CAPACITY FEE HISTORY

Meeting Date:	June 12, 2023	Budgeted:	N/A
From:	David J. Stoldt General Manager	Program/ Line Item No.:	N/A
Prepared By:	Gabriela Bravo	Cost Estimate:	N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee considered this item on June 12, 2023 and recommended _____.

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

SUMMARY: District Rule 24 requires that the Capacity Fee History Table be updated annually by Resolution of the Board to reflect the new fiscal year's Capacity Fee. Resolution 2023-11 (**Exhibit 15-A**) updates Rule 24, Table 3: Capacity Fee History. The Capacity Fee History was last updated on June 13, 2022.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board support adoption of Resolution 2023-11 to update Rule 24, Table 3, Capacity Fee History.

EXHIBIT

15-A Resolution No. 2023-11 and Table 3: Capacity Fee History



EXHIBIT 15-A

RESOLUTION NO. 2023-11

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
UPDATE RULE 24, TABLE 3: CAPACITY FEE HISTORY**

WHEREAS, Capacity Fee charges of the Monterey Peninsula Water Management District (MPWMD) are set forth in the MPWMD Rules and Regulations; and

WHEREAS, Rule 24 (C) of the District stipulates that the Capacity Fee History Table shall be updated annually by Resolution of the Board to reflect the current year's Capacity Fee;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Monterey Peninsula Water Management District hereby shall update the Capacity Fee Table as set forth in **Attachment 1** to this Resolution; and that these changes shall become effective immediately.

PASSED AND ADOPTED on this 19th day of June 2023 on a motion by Director _____ and second by Director _____ by the following vote, to wit:

AYES:

NAYES:

ABSENT:

I, David J. Stoldt, Secretary of the Board of Directors of the Monterey Peninsula Water Management District, hereby certify that the foregoing is a resolution adopted on the 20th day of June, 2023.

Witness my hand and seal of the Board of Directors, this ____ day of June 2023.

David J. Stoldt, Secretary to the Board

Attachment 1**TABLE 3: CAPACITY FEE HISTORY**

YEAR	CAPACITY FEE
1985	\$10,623.20
1985-86	\$11,133.00
1986-87	\$11,433.59
1987-88	\$11,890.93
1988-89	\$12,295.22
1989-90	\$12,983.75
1990-91	\$13,529.07
1991-92	\$14,056.70
1992-93	\$14,661.00
1993-94	\$15,202.00
1994-95	\$15,325.00
1995-96	\$15,692.00
1996-97	\$15,960.00
1997-98	\$16,551.00
1998-99	\$17,048.00
1999-00	\$17,832.00
2000-01	\$18,492.00
2001-02	\$19,565.00
2002-03	\$19,976.00
2003-04	\$20,415.00
2004-05	\$20,517.00
2005-06	\$20,948.00
2006-07	\$21,618.00
2007-08	\$22,331.00
2008-09	\$22,979.00
2009-10	\$23,163.00
2010-11	\$23,567.00
2011-12	\$24,227.00
2012-13	\$24,735.00
2013-14	\$25,328.00
2014-15	\$26,037.00
2015-16	\$26,661.00
2016-17	\$27,380.00
2017-18	\$28,420.00
2018-19	\$29,329.00
2019-20	\$30,502.00
2020-21	\$30,837.00
2021-22	\$32,008.00

2022-23	\$33,608.00
2023-2024	\$35,019.00

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

16. CONSIDER ADOPTION OF TREASURER'S REPORT FOR APRIL 2023

Meeting Date: June 12, 2023 **Budgeted:** N/A

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

Prepared By: Suresh Prasad **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee considered this item on June 12, 2023 and recommended _____.

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

SUMMARY: Exhibit 16-A comprises the Treasurer's Report for April 2023. Exhibit 16-B and Exhibit 16-C are listings of check disbursements for the period April 1-30, 2023. Checks, virtual checks (AP Automation), direct deposits of employee's paychecks, payroll tax deposits, and bank charges resulted in total disbursements for the period in the amount of \$1,771,179.89. There were \$38,806.18 in conservation rebates paid out during the current period. Exhibit 16-D reflects the unaudited version of the financial statements for the month ending April 30, 2023.

RECOMMENDATION: The Finance and Administration Committee should recommend adoption of the April 2023 Treasurer's Report and financial statements, and ratification of the disbursements made during the month.

EXHIBITS

16-A Treasurer's Report

16-B Listing of Cash Disbursements-Regular

16-C Listing of Cash Disbursements-Payroll

16-D Financial Statements

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
TREASURER'S REPORT FOR APRIL 2023**

<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>
Beginning Balance	\$965,128.79	\$5,504,255.88	\$9,758,646.86	\$7,507,509.91	\$23,735,541.44	\$12,598.46
Fee Deposits		1,941,899.65			1,941,899.65	392,458.38
MoCo Tax & WS Chg Installment Pymt					0.00	
Interest Received			65,768.76	6,139.61	71,908.37	
Transfer - Checking/LAIF					0.00	
Transfer - Money Market/LAIF					0.00	
Transfer - Money Market/Checking	1,000,000.00	(1,000,000.00)			0.00	
Transfer - Money Market/Multi-Bank		(500,000.00)		500,000.00	0.00	
Transfer to CAWD					0.00	
Voided Checks					0.00	
Bank Corrections/Reversals/Errors	(1.50)				(1.50)	
Bank Charges/Other	-				0.00	
Credit Card Fees	(1,340.02)				(1,340.02)	
Returned Deposits	-				0.00	
Payroll Tax/Benefit Deposits	(145,012.31)				(145,012.31)	
Payroll Checks/Direct Deposits	(147,145.66)				(147,145.66)	
General Checks	(1,550.00)				(1,550.00)	
Rebate Payments	(38,806.18)				(38,806.18)	
Bank Draft Payments	(20,653.64)				(20,653.64)	
AP Automation Payments	(1,416,670.58)				(1,416,670.58)	
Ending Balance	\$193,948.90	\$5,946,155.53	\$9,824,415.62	\$8,013,649.52	\$23,978,169.57	\$405,056.84

EXHIBIT 16-B

105

Check Report

By Check Number

Date Range: 04/01/2023 - 04/30/2023



Monterey Peninsula Water Management Di

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK	-Bank of America Checking					
Payment Type: Regular						
06746	POSTMASTER	04/14/2023	Regular	0.00	1,550.00	40780
			Total Regular:	0.00	1,550.00	

Check Report

Date Range: 04/01/2023 - 04/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Virtual Payment						
01015	American Lock & Key	04/06/2023	Virtual Payment	0.00	202.16	APA002198
00263	Arlene Tavani	04/06/2023	Virtual Payment	0.00	1,036.53	APA002199
12601	Carmel Valley Ace Hardware	04/06/2023	Virtual Payment	0.00	28.62	APA002200
00083	Clifton Larson Allen LLP	04/06/2023	Virtual Payment	0.00	1,500.00	APA002201
18734	DeVeera Inc.	04/06/2023	Virtual Payment	0.00	8,575.48	APA002202
12655	Graphicsmiths	04/06/2023	Virtual Payment	0.00	232.90	APA002203
02833	Greg James	04/06/2023	Virtual Payment	0.00	804.58	APA002204
00094	John Arriaga	04/06/2023	Virtual Payment	0.00	3,400.00	APA002205
03969	Jonathan Lear	04/06/2023	Virtual Payment	0.00	875.00	APA002206
13431	Lynx Technologies, Inc	04/06/2023	Virtual Payment	0.00	975.00	APA002207
00222	M.J. Murphy	04/06/2023	Virtual Payment	0.00	59.22	APA002208
00259	Marina Coast Water District	04/06/2023	Virtual Payment	0.00	3,030.51	APA002209
01012	Mark Dudley	04/06/2023	Virtual Payment	0.00	540.00	APA002210
00118	Monterey Bay Carpet & Janitorial Svc	04/06/2023	Virtual Payment	0.00	1,260.00	APA002211
00274	Monterey One Water	04/06/2023	Virtual Payment	0.00	1,323,773.64	APA002212
13396	Navia Benefit Solutions, Inc.	04/06/2023	Virtual Payment	0.00	877.91	APA002213
23759	Ozark Underground Lab, Inc	04/06/2023	Virtual Payment	0.00	1,310.50	APA002214
00154	Peninsula Messenger Service	04/06/2023	Virtual Payment	0.00	908.00	APA002215
09425	The Ferguson Group LLC	04/06/2023	Virtual Payment	0.00	6,000.00	APA002216
17965	The Maynard Group	04/06/2023	Virtual Payment	0.00	1,613.22	APA002217
00225	Trowbridge Enterprises Inc.	04/06/2023	Virtual Payment	0.00	244.76	APA002218
00763	ACWA-JPIA	04/14/2023	Virtual Payment	0.00	368.00	APA002335
01188	Alhambra	04/14/2023	Virtual Payment	0.00	193.94	APA002336
00253	AT&T	04/14/2023	Virtual Payment	0.00	1,087.46	APA002337
00028	Colantuono, Highsmith, & Whatley, PC	04/14/2023	Virtual Payment	0.00	11,830.00	APA002338
00281	CoreLogic Information Solutions, Inc.	04/14/2023	Virtual Payment	0.00	1,296.09	APA002339
00986	Henrietta Stern	04/14/2023	Virtual Payment	0.00	1,371.96	APA002340
00222	M.J. Murphy	04/14/2023	Virtual Payment	0.00	163.05	APA002341
00274	Monterey One Water	04/14/2023	Virtual Payment	0.00	227.41	APA002342
22667	Pitney Bowes Inc	04/14/2023	Virtual Payment	0.00	69.32	APA002343
00262	Pure H2O	04/14/2023	Virtual Payment	0.00	65.54	APA002344
04709	Sherron Forsgren	04/14/2023	Virtual Payment	0.00	472.32	APA002345
09989	Star Sanitation Services	04/14/2023	Virtual Payment	0.00	140.91	APA002346
04719	Telit - lo T Platforms, LLC	04/14/2023	Virtual Payment	0.00	168.05	APA002347
04359	The Carmel Pine Cone	04/14/2023	Virtual Payment	0.00	1,452.98	APA002348
00225	Trowbridge Enterprises Inc.	04/14/2023	Virtual Payment	0.00	434.79	APA002349
00271	UPEC, Local 792	04/14/2023	Virtual Payment	0.00	1,188.00	APA002350
00010	Access Monterey Peninsula	04/21/2023	Virtual Payment	0.00	1,750.00	APA002351
00767	AFLAC	04/21/2023	Virtual Payment	0.00	869.48	APA002352
16468	Biomark, Inc.	04/21/2023	Virtual Payment	0.00	464.31	APA002353
12601	Carmel Valley Ace Hardware	04/21/2023	Virtual Payment	0.00	8.72	APA002354
00192	Extra Space Storage	04/21/2023	Virtual Payment	0.00	862.00	APA002355
21199	G3LA, LLC	04/21/2023	Virtual Payment	0.00	1,500.00	APA002356
23552	LoopUp, LLC	04/21/2023	Virtual Payment	0.00	7.75	APA002357
00222	M.J. Murphy	04/21/2023	Virtual Payment	0.00	208.75	APA002358
00223	Martins Irrigation Supply	04/21/2023	Virtual Payment	0.00	262.75	APA002359
13396	Navia Benefit Solutions, Inc.	04/21/2023	Virtual Payment	0.00	777.91	APA002360
00036	Parham Living Trust	04/21/2023	Virtual Payment	0.00	850.00	APA002361
00228	Ryan Ranch Printers	04/21/2023	Virtual Payment	0.00	775.68	APA002362
00176	Sentry Alarm Systems	04/21/2023	Virtual Payment	0.00	309.25	APA002363
09351	Tetra Tech, Inc.	04/21/2023	Virtual Payment	0.00	752.28	APA002364
00203	ThyssenKrup Elevator	04/21/2023	Virtual Payment	0.00	400.85	APA002365
23764	Tyman Construction Inc.	04/21/2023	Virtual Payment	0.00	29,018.00	APA002366
Total Virtual Payment:				0.00	1,416,595.58	

Check Report

Date Range: 04/01/2023 - 04/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Bank Draft						
00266	I.R.S.	04/07/2023	Bank Draft	0.00	13,829.95	DFT0002797
00266	I.R.S.	04/07/2023	Bank Draft	0.00	2,978.42	DFT0002798
00267	Employment Development Dept.	04/07/2023	Bank Draft	0.00	5,418.65	DFT0002799
00266	I.R.S.	04/07/2023	Bank Draft	0.00	208.02	DFT0002800
00282	PG&E	04/06/2023	Bank Draft	0.00	47.51	DFT0002801
00266	I.R.S.	04/07/2023	Bank Draft	0.00	85.56	DFT0002803
00266	I.R.S.	04/07/2023	Bank Draft	0.00	125.30	DFT0002804
00267	Employment Development Dept.	04/07/2023	Bank Draft	0.00	6.18	DFT0002805
00266	I.R.S.	04/07/2023	Bank Draft	0.00	535.68	DFT0002806
00252	Cal-Am Water	04/14/2023	Bank Draft	0.00	182.46	DFT0002807
00758	FedEx	04/14/2023	Bank Draft	0.00	-758.26	DFT0002808
00758	FedEx	04/14/2023	Bank Draft	0.00	758.26	DFT0002808
00277	Home Depot Credit Services	04/14/2023	Bank Draft	0.00	1,253.05	DFT0002809
18163	Wex Bank	04/14/2023	Bank Draft	0.00	1,048.63	DFT0002810
00282	PG&E	04/14/2023	Bank Draft	0.00	11,969.55	DFT0002811
16235	California Department of Tax and Fee Administr	04/07/2023	Bank Draft	0.00	1,315.00	DFT0002812
00766	Standard Insurance Company	04/10/2023	Bank Draft	0.00	1,487.01	DFT0002813
00769	Laborers Trust Fund of Northern CA	04/10/2023	Bank Draft	0.00	35,650.00	DFT0002814
00266	I.R.S.	04/21/2023	Bank Draft	0.00	13,740.71	DFT0002816
00266	I.R.S.	04/21/2023	Bank Draft	0.00	2,941.08	DFT0002817
00267	Employment Development Dept.	04/21/2023	Bank Draft	0.00	5,381.79	DFT0002818
00266	I.R.S.	04/21/2023	Bank Draft	0.00	48.38	DFT0002819
00758	FedEx	04/21/2023	Bank Draft	0.00	495.11	DFT0002820
00277	Home Depot Credit Services	04/21/2023	Bank Draft	0.00	598.11	DFT0002821
00282	PG&E	04/21/2023	Bank Draft	0.00	11.94	DFT0002822
00758	FedEx	04/14/2023	Bank Draft	0.00	758.26	DFT0002823
00766	Standard Insurance Company	04/24/2023	Bank Draft	0.00	1,487.01	DFT0002840
00256	PERS Retirement	04/03/2023	Bank Draft	0.00	17,828.80	DFT0002872
00256	PERS Retirement	04/14/2023	Bank Draft	0.00	17,828.81	DFT0002873
00768	MissionSquare Retirement- 302617	04/07/2023	Bank Draft	0.00	5,363.09	DFT0002874
00768	MissionSquare Retirement- 302617	04/21/2023	Bank Draft	0.00	5,363.09	DFT0002875
00256	PERS Retirement	04/28/2023	Bank Draft	0.00	17,828.80	DFT0002878
Total Bank Draft:				0.00	165,815.95	

Payment Type	Bank Code APBNK		Summary	
	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,550.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	59	32	0.00	165,815.95
EFT's	0	0	0.00	0.00
Virtual Payments	76	53	0.00	1,416,595.58
	136	86	0.00	1,583,961.53

Check Report

Date Range: 04/01/2023 - 04/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: REBATES-02-Rebates: Use Only For Rebates						
Payment Type: Virtual Payment						
24364	Angela Gates	04/13/2023	Virtual Payment	0.00	500.00	APA002219
24354	Anthony Brancato	04/13/2023	Virtual Payment	0.00	199.00	APA002220
24335	Arthur Caspen	04/13/2023	Virtual Payment	0.00	500.00	APA002221
24351	Arturo J Fernandez	04/13/2023	Virtual Payment	0.00	199.00	APA002222
24349	Bruce Greenbaum	04/13/2023	Virtual Payment	0.00	98.28	APA002223
24358	Carolyn Rice	04/13/2023	Virtual Payment	0.00	75.00	APA002224
24345	Casandra Chapple-Self	04/13/2023	Virtual Payment	0.00	125.00	APA002225
24331	Conni Sanchez	04/13/2023	Virtual Payment	0.00	500.00	APA002226
24361	David Yamada	04/13/2023	Virtual Payment	0.00	250.00	APA002227
24326	Denise Miotke	04/13/2023	Virtual Payment	0.00	75.00	APA002228
24332	Diego do Nascimento da Silva	04/13/2023	Virtual Payment	0.00	500.00	APA002229
24329	Felipa R Vallez	04/13/2023	Virtual Payment	0.00	500.00	APA002230
24338	Frederick Jamison	04/13/2023	Virtual Payment	0.00	500.00	APA002231
24339	Gary Freeman	04/13/2023	Virtual Payment	0.00	625.00	APA002232
24333	Gerald Armstrong	04/13/2023	Virtual Payment	0.00	500.00	APA002233
24353	Hill Family Properties	04/13/2023	Virtual Payment	0.00	199.00	APA002234
24337	Holli Logan	04/13/2023	Virtual Payment	0.00	650.00	APA002235
24330	Jack Liebig	04/13/2023	Virtual Payment	0.00	650.00	APA002236
24359	James Lindenthal	04/13/2023	Virtual Payment	0.00	75.00	APA002237
24357	Janet McTurk	04/13/2023	Virtual Payment	0.00	75.00	APA002238
24343	Jeanne Dick	04/13/2023	Virtual Payment	0.00	125.00	APA002239
24348	Jeffrey Paduan	04/13/2023	Virtual Payment	0.00	199.98	APA002240
24352	John Lipori	04/13/2023	Virtual Payment	0.00	199.00	APA002241
24344	Lucy Millette	04/13/2023	Virtual Payment	0.00	125.00	APA002242
24165	Maureen Cronin	04/13/2023	Virtual Payment	0.00	1,584.00	APA002243
24341	Maureen Oliver	04/13/2023	Virtual Payment	0.00	500.00	APA002244
24164	Michael Tonti	04/13/2023	Virtual Payment	0.00	500.00	APA002245
24336	Nancy F Hammerer	04/13/2023	Virtual Payment	0.00	500.00	APA002246
24346	Nicole Reik-Dunlap	04/13/2023	Virtual Payment	0.00	125.00	APA002247
24327	Noel Jensen	04/13/2023	Virtual Payment	0.00	82.50	APA002248
24363	Pamela Austin	04/13/2023	Virtual Payment	0.00	500.00	APA002249
24362	Pauline Hartman	04/13/2023	Virtual Payment	0.00	500.00	APA002250
24340	Penny Crymes	04/13/2023	Virtual Payment	0.00	500.00	APA002251
21167	Richard Kerbel	04/13/2023	Virtual Payment	0.00	150.00	APA002252
24360	Roger P Denk	04/13/2023	Virtual Payment	0.00	75.00	APA002253
24334	Spencer Lucas	04/13/2023	Virtual Payment	0.00	500.00	APA002254
24355	Theresa Townsley	04/13/2023	Virtual Payment	0.00	199.00	APA002255
24347	Thomas Heebink	04/13/2023	Virtual Payment	0.00	125.00	APA002256
24356	Timothy Kelley	04/13/2023	Virtual Payment	0.00	150.00	APA002257
24328	Tonya Antle	04/13/2023	Virtual Payment	0.00	296.25	APA002258
24350	William Pitts	04/13/2023	Virtual Payment	0.00	100.00	APA002259
24342	Yasmin Al-Shawaf	04/13/2023	Virtual Payment	0.00	125.00	APA002260
24126	Adam Kulesza	04/13/2023	Virtual Payment	0.00	825.00	APA002261
21437	Anita Freel	04/13/2023	Virtual Payment	0.00	200.00	APA002262
24114	Ashwin Bhatt	04/13/2023	Virtual Payment	0.00	500.00	APA002263
24095	Betty Jackson	04/13/2023	Virtual Payment	0.00	500.00	APA002264
24118	Biagio Vultaggio	04/13/2023	Virtual Payment	0.00	500.00	APA002265
24127	Brandan Sullivan	04/13/2023	Virtual Payment	0.00	500.00	APA002266
24138	Brian Griffith	04/13/2023	Virtual Payment	0.00	125.00	APA002267
24105	Caroline Stavjanik	04/13/2023	Virtual Payment	0.00	500.00	APA002268
24150	Carrie Wickware	04/13/2023	Virtual Payment	0.00	199.00	APA002269
24115	Casey Keegan	04/13/2023	Virtual Payment	0.00	625.00	APA002270
24104	Charles Keller	04/13/2023	Virtual Payment	0.00	500.00	APA002271
24098	Christopher Wright	04/13/2023	Virtual Payment	0.00	500.00	APA002272
24131	Dan Field	04/13/2023	Virtual Payment	0.00	125.00	APA002273
24125	David Houck	04/13/2023	Virtual Payment	0.00	500.00	APA002274
23414	David Stewart	04/13/2023	Virtual Payment	0.00	500.00	APA002275
24130	Dawn McGahan	04/13/2023	Virtual Payment	0.00	125.00	APA002276
24102	Dennis Deisenroth	04/13/2023	Virtual Payment	0.00	500.00	APA002277

Check Report

Date Range: 04/01/2023 - 04/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
24119	Gabriel Custodio Rangel	04/13/2023	Virtual Payment	0.00	500.00	APA002278
24107	Gary Gonsalves	04/13/2023	Virtual Payment	0.00	500.00	APA002279
24101	Glenn Moore	04/13/2023	Virtual Payment	0.00	500.00	APA002280
24156	Gordon Clemens	04/13/2023	Virtual Payment	0.00	125.00	APA002281
24137	Harry Avila	04/13/2023	Virtual Payment	0.00	125.00	APA002282
24128	Henry Mollet	04/13/2023	Virtual Payment	0.00	500.00	APA002283
24159	Irwin Speizer	04/13/2023	Virtual Payment	0.00	125.00	APA002284
24141	James Anway	04/13/2023	Virtual Payment	0.00	125.00	APA002285
24134	Jan Olsen	04/13/2023	Virtual Payment	0.00	125.00	APA002286
24096	Janette Hoover	04/13/2023	Virtual Payment	0.00	500.00	APA002287
24109	Jared Apperson	04/13/2023	Virtual Payment	0.00	500.00	APA002288
24133	Jeanine Staton	04/13/2023	Virtual Payment	0.00	125.00	APA002289
24155	Jeffrey Gutierrez	04/13/2023	Virtual Payment	0.00	75.00	APA002290
24123	Jessica Morris	04/13/2023	Virtual Payment	0.00	500.00	APA002291
24129	Jillian Wilde	04/13/2023	Virtual Payment	0.00	625.00	APA002292
24149	Joel Jancsek	04/13/2023	Virtual Payment	0.00	169.00	APA002293
24103	Joel Nagafuji	04/13/2023	Virtual Payment	0.00	500.00	APA002294
24160	John Connell	04/13/2023	Virtual Payment	0.00	275.00	APA002295
24117	John Paton	04/13/2023	Virtual Payment	0.00	500.00	APA002296
23535	Johnathan Gajdos	04/13/2023	Virtual Payment	0.00	125.00	APA002297
24121	Juan Pozzi	04/13/2023	Virtual Payment	0.00	500.00	APA002298
24099	Kathy A Goldstein	04/13/2023	Virtual Payment	0.00	500.00	APA002299
24113	Kay Morishita	04/13/2023	Virtual Payment	0.00	500.00	APA002300
24140	Kenneth Grisales	04/13/2023	Virtual Payment	0.00	125.00	APA002301
24100	Kim C Coe	04/13/2023	Virtual Payment	0.00	500.00	APA002302
24142	Kimberly Jones	04/13/2023	Virtual Payment	0.00	125.00	APA002303
24146	Kirk Bresniker	04/13/2023	Virtual Payment	0.00	97.71	APA002304
24122	Laura El-Ayoubi	04/13/2023	Virtual Payment	0.00	500.00	APA002305
24124	Lauren Teigland-Hunt	04/13/2023	Virtual Payment	0.00	850.00	APA002306
24136	Lee Andrews	04/13/2023	Virtual Payment	0.00	125.00	APA002307
24154	Lowell Hickey	04/13/2023	Virtual Payment	0.00	150.00	APA002308
24097	Mary Federico	04/13/2023	Virtual Payment	0.00	500.00	APA002309
24120	Mary Wells	04/13/2023	Virtual Payment	0.00	500.00	APA002310
24144	Marzette Henderson	04/13/2023	Virtual Payment	0.00	200.00	APA002311
24106	Matthew Ledford	04/13/2023	Virtual Payment	0.00	500.00	APA002312
24143	Melodie Usher	04/13/2023	Virtual Payment	0.00	125.00	APA002313
24148	Michael Addison	04/13/2023	Virtual Payment	0.00	115.87	APA002314
24151	Michael B Kelly	04/13/2023	Virtual Payment	0.00	149.00	APA002315
24116	Michael Hare	04/13/2023	Virtual Payment	0.00	500.00	APA002316
24110	Michael Patton	04/13/2023	Virtual Payment	0.00	500.00	APA002317
24157	Michele Mandell	04/13/2023	Virtual Payment	0.00	375.00	APA002318
24108	Nadine Evans	04/13/2023	Virtual Payment	0.00	500.00	APA002319
24147	Nathan Mandernach	04/13/2023	Virtual Payment	0.00	118.00	APA002320
22908	Nick Locke	04/13/2023	Virtual Payment	0.00	75.00	APA002321
24112	Orlando Perez	04/13/2023	Virtual Payment	0.00	500.00	APA002322
24135	Pamela Wade	04/13/2023	Virtual Payment	0.00	125.00	APA002323
21814	Penny Crymes	04/13/2023	Virtual Payment	0.00	125.00	APA002324
24152	Ralph Lenamon	04/13/2023	Virtual Payment	0.00	199.00	APA002325
23893	Raymond L Bell Jr.	04/13/2023	Virtual Payment	0.00	199.00	APA002326
24132	Richard Marcogliese	04/13/2023	Virtual Payment	0.00	125.00	APA002327
21984	Robert Mackey	04/13/2023	Virtual Payment	0.00	125.00	APA002328
24139	Rodney Brush	04/13/2023	Virtual Payment	0.00	125.00	APA002329
24158	Sebastian Morello	04/13/2023	Virtual Payment	0.00	500.00	APA002330
24111	Steve Goud	04/13/2023	Virtual Payment	0.00	500.00	APA002331
24153	Tom Oldham	04/13/2023	Virtual Payment	0.00	150.00	APA002332
24145	Tor Hanssen	04/13/2023	Virtual Payment	0.00	104.59	APA002333

Check Report

Date Range: 04/01/2023 - 04/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
24161	Villa Rose of Monterey HOA - Irrigation	04/13/2023	Virtual Payment	0.00	199.00	APA002334
Total Virtual Payment:				0.00	38,806.18	

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	117	116	0.00	38,806.18
	117	116	0.00	38,806.18

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,550.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	59	32	0.00	165,815.95
EFT's	0	0	0.00	0.00
Virtual Payments	193	169	0.00	1,455,401.76
	253	202	0.00	1,622,767.71

Fund Summary

Fund	Name	Period	Amount
99	POOL CASH FUND	4/2023	1,622,767.71
			1,622,767.71

EXHIBIT 16-C

Monterey Peninsula Water Management District

Payroll Bank Transaction Report

By Payment Number

Date: 4/1/2023 - 4/30/2023

Payroll Set: 01 - Monterey Peninsula Water Management District

Payment Number	Payment Date	Payment Type	Employee Number	Employee Name	Check Amount	Direct Deposit Amount	Total Payment
7165	04/07/2023	Regular	1077	Pablo, Joel G	0.00	2,300.40	2,300.40
7166	04/07/2023	Regular	1024	Stoldt, David J	0.00	6,435.98	6,435.98
7167	04/07/2023	Regular	1044	Bennett, Corryn D	0.00	2,490.90	2,490.90
7168	04/07/2023	Regular	1078	Mossbacher, Simona F	0.00	2,374.72	2,374.72
7169	04/07/2023	Regular	1018	Prasad, Suresh	0.00	3,922.08	3,922.08
7170	04/07/2023	Regular	1019	Reyes, Sara C	0.00	2,087.16	2,087.16
7171	04/07/2023	Regular	1083	Silvas Robles, Teresa	0.00	2,085.80	2,085.80
7172	04/07/2023	Regular	1081	Banker-Hix, William C	0.00	2,350.54	2,350.54
7173	04/07/2023	Regular	1042	Hamilton, Maureen C.	0.00	3,555.95	3,555.95
7174	04/07/2023	Regular	6063	Hampson, Larry M	0.00	1,423.20	1,423.20
7175	04/07/2023	Regular	1011	Lear, Jonathan P	0.00	4,544.60	4,544.60
7176	04/07/2023	Regular	1012	Lindberg, Thomas L	0.00	2,885.23	2,885.23
7177	04/07/2023	Regular	1080	Steinmetz, Cory S	0.00	2,212.22	2,212.22
7178	04/07/2023	Regular	1045	Atkins, Daniel N	0.00	2,253.01	2,253.01
7179	04/07/2023	Regular	1004	Chaney, Beverly M	0.00	2,867.06	2,867.06
7180	04/07/2023	Regular	1005	Christensen, Thomas T	0.00	3,406.72	3,406.72
7181	04/07/2023	Regular	1007	Hamilton, Cory R	0.00	2,459.07	2,459.07
7182	04/07/2023	Regular	1085	Hettrick, Clyde Marlin	0.00	2,082.99	2,082.99
7183	04/07/2023	Regular	1048	Lumas, Eric M	0.00	2,188.09	2,188.09
7184	04/07/2023	Regular	1001	Bravo, Gabriela D	0.00	2,789.86	2,789.86
7185	04/07/2023	Regular	1084	Ignacio, Fredrick M	0.00	1,729.20	1,729.20
7186	04/07/2023	Regular	1076	Nguyen, Tricia K	0.00	2,240.48	2,240.48
7187	04/07/2023	Regular	1010	Kister, Stephanie L	0.00	2,855.65	2,855.65
7188	04/07/2023	Regular	1017	Locke, Stephanie L	0.00	3,723.12	3,723.12
7189	04/07/2023	Regular	1082	Osborn, Carrie S	0.00	2,096.77	2,096.77
7190	04/07/2023	Regular	1040	Smith, Kyle	0.00	2,794.58	2,794.58
7191	04/07/2023	Regular	7015	Adams, Mary L	0.00	568.87	568.87
7192	04/07/2023	Regular	7020	Anderson, Amy E	0.00	623.36	623.36
7193	04/07/2023	Regular	7022	Eisenhart, Marc A	0.00	374.02	374.02
7194	04/07/2023	Regular	7023	Oglesby, Ian N	0.00	498.69	498.69
7195	04/07/2023	Regular	7019	Paull, Karen P	0.00	623.36	623.36
7196	04/07/2023	Regular	7018	Riley, George T	0.00	498.69	498.69
7197	04/21/2023	Regular	1077	Pablo, Joel G	0.00	2,300.41	2,300.41
7198	04/21/2023	Regular	1024	Stoldt, David J	0.00	6,435.98	6,435.98
7199	04/21/2023	Regular	1044	Bennett, Corryn D	0.00	2,490.90	2,490.90
7200	04/21/2023	Regular	1078	Mossbacher, Simona F	0.00	2,374.72	2,374.72
7201	04/21/2023	Regular	1018	Prasad, Suresh	0.00	3,922.08	3,922.08
7202	04/21/2023	Regular	1019	Reyes, Sara C	0.00	2,087.16	2,087.16
7203	04/21/2023	Regular	1083	Silvas Robles, Teresa	0.00	2,085.81	2,085.81
7204	04/21/2023	Regular	1081	Banker-Hix, William C	0.00	2,350.54	2,350.54
7205	04/21/2023	Regular	1042	Hamilton, Maureen C.	0.00	3,555.95	3,555.95
7206	04/21/2023	Regular	6063	Hampson, Larry M	0.00	360.30	360.30
7207	04/21/2023	Regular	1011	Lear, Jonathan P	0.00	4,544.60	4,544.60
7208	04/21/2023	Regular	1012	Lindberg, Thomas L	0.00	2,885.23	2,885.23
7209	04/21/2023	Regular	1080	Steinmetz, Cory S	0.00	2,212.22	2,212.22
7210	04/21/2023	Regular	1045	Atkins, Daniel N	0.00	2,253.01	2,253.01
7211	04/21/2023	Regular	1004	Chaney, Beverly M	0.00	2,867.04	2,867.04
7212	04/21/2023	Regular	1005	Christensen, Thomas T	0.00	3,406.72	3,406.72
7213	04/21/2023	Regular	1007	Hamilton, Cory R	0.00	2,459.07	2,459.07
7214	04/21/2023	Regular	1085	Hettrick, Clyde Marlin	0.00	2,082.99	2,082.99
7215	04/21/2023	Regular	1048	Lumas, Eric M	0.00	2,188.10	2,188.10
7216	04/21/2023	Regular	1001	Bravo, Gabriela D	0.00	2,789.87	2,789.87
7217	04/21/2023	Regular	1084	Ignacio, Fredrick M	0.00	1,729.20	1,729.20
7218	04/21/2023	Regular	1076	Nguyen, Tricia K	0.00	2,240.48	2,240.48
7219	04/21/2023	Regular	1010	Kister, Stephanie L	0.00	2,855.66	2,855.66
7220	04/21/2023	Regular	1017	Locke, Stephanie L	0.00	3,723.12	3,723.12
7221	04/21/2023	Regular	1082	Osborn, Carrie S	0.00	2,096.77	2,096.77

Payment Number	Payment Date	Payment Type	Employee Number	Employee Name	Check Amount	Direct Deposit Amount	Total Payment
7222	04/21/2023	Regular	1040	Smith, Kyle	0.00	2,794.58	2,794.58
40779	04/07/2023	Regular	7009	Edwards, Alvin	710.78	0.00	710.78
Total:					710.78	146,434.88	147,145.66



Monterey Peninsula Water Management Di

Statement of Revenue Over Expense - No Decimals

Group Summary

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Level...	April Activity	April Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
Revenue								
R100 - Water Supply Charge	0	283,220	-283,220	0.00%	2,022,764	3,400,000	-1,377,236	59.49%
R120 - Property Taxes Revenues	0	208,250	-208,250	0.00%	1,429,959	2,500,000	-1,070,041	57.20%
R130 - User Fees	376,269	458,150	-81,881	82.13%	4,238,393	5,500,000	-1,261,607	77.06%
R140 - Connection Charges	55,518	41,650	13,868	133.30%	336,154	500,000	-163,846	67.23%
R150 - Permit Processing Fee	18,625	16,493	2,132	112.93%	172,532	198,000	-25,468	87.14%
R180 - River Work Permit Application	0	0	0	0.00%	50	0	50	0.00%
R200 - Recording Fees	1,540	1,666	-126	92.44%	24,981	20,000	4,981	124.91%
R210 - Legal Fees	900	1,333	-433	67.53%	4,050	16,000	-11,950	25.31%
R220 - Copy Fee	0	0	0	0.00%	73	0	73	0.00%
R230 - Miscellaneous - Other	0	1,250	-1,250	0.00%	997	15,000	-14,003	6.64%
R240 - Insurance Refunds	0	0	0	0.00%	13,262	0	13,262	0.00%
R250 - Interest Income	71,908	6,664	65,244	1,079.06%	226,048	80,000	146,048	282.56%
R260 - CAW - ASR	0	66,024	-66,024	0.00%	193,855	792,600	-598,745	24.46%
R268 - PWM Water Sales	1,051,949	1,016,343	35,606	103.50%	12,201,000	12,201,000	0	100.00%
R270 - CAW - Rebates	19,111	33,320	-14,209	57.36%	201,427	400,000	-198,573	50.36%
R300 - Watermaster	0	3,299	-3,299	0.00%	36,123	39,600	-3,477	91.22%
R308 - Reclamation Project	0	1,666	-1,666	0.00%	0	20,000	-20,000	0.00%
R309 - GWR Project Reimbursements	0	124,950	-124,950	0.00%	1,500,000	1,500,000	0	100.00%
R310 - Other Reimbursements	0	1,916	-1,916	0.00%	96,203	23,000	73,203	418.28%
R320 - Grants	0	289,068	-289,068	0.00%	333,785	3,470,200	-3,136,415	9.62%
R500 - Capital Equipment Reserve	0	16,410	-16,410	0.00%	0	197,000	-197,000	0.00%
R510 - Operating Reserve	0	110,206	-110,206	0.00%	0	1,323,000	-1,323,000	0.00%
R695 - Other Financing Sources	0	41,650	-41,650	0.00%	0	500,000	-500,000	0.00%
Total Revenue:	1,595,821	2,723,527	-1,127,706	58.59%	23,031,656	32,695,400	-9,663,744	70.44%

Statement of Revenue Over Expense - No Decimals

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Level...	April Activity	April Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
Expense								
Level1: 100 - Personnel Costs								
1100 - Salaries & Wages	215,516	243,278	27,761	88.59%	2,200,067	2,920,500	720,433	75.33%
1110 - Manager's Auto Allowance	462	500	38	92.34%	4,754	6,000	1,246	79.23%
1120 - Manager's Deferred Comp	803	875	72	91.82%	8,031	10,500	2,469	76.49%
1130 - Unemployment Compensation	0	833	833	0.00%	0	10,000	10,000	0.00%
1150 - Temporary Personnel	0	833	833	0.00%	6,264	10,000	3,736	62.64%
1160 - PERS Retirement	19,744	65,965	46,221	29.93%	723,747	791,900	68,153	91.39%
1170 - Medical Insurance	34,066	34,220	154	99.55%	302,713	410,800	108,087	73.69%
1180 - Medical Insurance - Retirees	9,902	12,870	2,968	76.94%	119,359	154,500	35,141	77.25%
1190 - Workers Compensation	5,697	4,756	-940	119.77%	58,855	57,100	-1,755	103.07%
1200 - Life Insurance	307	375	68	81.77%	2,646	4,500	1,855	58.79%
1210 - Long Term Disability Insurance	999	1,191	192	83.86%	10,056	14,300	4,244	70.32%
1220 - Short Term Disability Insurance	236	283	47	83.43%	2,192	3,400	1,208	64.47%
1230 - Other Benefits	100	167	67	60.02%	1,678	2,000	322	83.90%
1260 - Employee Assistance Program	62	125	63	49.62%	560	1,500	940	37.32%
1270 - FICA Tax Expense	337	608	271	55.49%	5,601	7,300	1,699	76.73%
1280 - Medicare Tax Expense	3,009	3,599	590	83.61%	31,097	43,200	12,103	71.98%
1290 - Staff Development & Training	1,844	2,732	888	67.49%	9,252	32,800	23,548	28.21%
1320 - Personnel Recruitment	0	666	666	0.00%	513	8,000	7,487	6.42%
Total Level1: 100 - Personnel Costs:	293,083	373,875	80,793	78.39%	3,487,384	4,488,300	1,000,916	77.70%
Level1: 200 - Supplies and Services								
2000 - Board Member Compensation	3,375	3,082	-293	109.50%	27,405	37,000	9,595	74.07%
2020 - Board Expenses	2,041	750	-1,291	272.25%	6,947	9,000	2,053	77.19%
2040 - Rent	2,034	2,016	-18	100.90%	19,998	24,200	4,202	82.64%
2060 - Utilities	2,467	2,766	298	89.21%	28,658	33,200	4,542	86.32%
2120 - Insurance Expense	14,443	13,328	-1,115	108.37%	144,482	160,000	15,518	90.30%
2130 - Membership Dues	900	3,515	2,615	25.60%	47,418	42,200	-5,218	112.36%
2140 - Bank Charges	1,342	2,083	740	64.44%	12,782	25,000	12,218	51.13%
2150 - Office Supplies	3,055	2,016	-1,039	151.54%	31,916	24,200	-7,716	131.88%
2160 - Courier Expense	629	633	4	99.36%	7,074	7,600	526	93.08%
2170 - Printing/Photocopy	2	50	48	3.00%	2	600	599	0.25%
2180 - Postage & Shipping	2,365	658	-1,707	359.42%	5,599	7,900	2,301	70.87%
2190 - IT Supplies/Services	15,970	20,825	4,855	76.69%	264,341	250,000	-14,341	105.74%
2200 - Professional Fees	28,056	38,318	10,262	73.22%	255,725	460,000	204,275	55.59%
2220 - Equipment Repairs & Maintenance	126	417	291	30.16%	3,157	5,000	1,843	63.13%
2235 - Equipment Lease	872	1,499	628	58.14%	9,930	18,000	8,070	55.16%
2240 - Telephone	3,732	3,915	183	95.32%	39,372	47,000	7,628	83.77%
2260 - Facility Maintenance	2,672	4,582	1,910	58.31%	29,736	55,000	25,264	54.07%
2270 - Travel Expenses	348	1,499	1,151	23.23%	18,273	18,000	-273	101.51%
2280 - Transportation	1,503	2,582	1,080	58.19%	25,419	31,000	5,581	82.00%
2300 - Legal Services	0	33,320	33,320	0.00%	237,394	400,000	162,606	59.35%

Statement of Revenue Over Expense - No Decimals

For Fiscal: 2022-2023 Period Ending: 04/30/2023

Level...	April Activity	April Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
2380 - Meeting Expenses	2,208	1,766	-442	125.02%	16,837	21,200	4,363	79.42%
2420 - Legal Notices	0	267	267	0.00%	231	3,200	2,969	7.22%
2460 - Public Outreach	35	250	215	14.01%	1,095	3,000	1,905	36.50%
2480 - Miscellaneous	0	267	267	0.00%	393	3,200	2,807	12.27%
2500 - Tax Administration Fee	0	2,832	2,832	0.00%	0	34,000	34,000	0.00%
2900 - Operating Supplies	796	1,766	970	45.05%	5,467	21,200	15,733	25.79%
Total Level1: 200 - Supplies and Services:	88,969	145,000	56,031	61.36%	1,239,649	1,740,700	501,051	71.22%
Level1: 300 - Other Expenses								
3000 - Project Expenses	1,273,317	2,007,155	733,838	63.44%	14,929,462	24,095,500	9,166,038	61.96%
4000 - Fixed Asset Purchases	0	37,485	37,485	0.00%	325,826	450,000	124,174	72.41%
5000 - Debt Service	0	60,809	60,809	0.00%	49,009	730,000	680,991	6.71%
5500 - Election Expenses	0	20,825	20,825	0.00%	0	250,000	250,000	0.00%
6000 - Contingencies	0	5,831	5,831	0.00%	0	70,000	70,000	0.00%
6500 - Reserves	0	72,546	72,546	0.00%	270	870,900	870,630	0.03%
Total Level1: 300 - Other Expenses:	1,273,317	2,204,651	931,334	57.76%	15,304,566	26,466,400	11,161,834	57.83%
Total Expense:	1,655,369	2,723,527	1,068,157	60.78%	20,031,599	32,695,400	12,663,801	61.27%
Report Total:	-59,548	0	-59,548		3,000,057	0	3,000,057	

Fund Summary

Fund	April Activity	April Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
24 - MITIGATION FUND	-18,140	0	-18,140		108,230	0	108,230	
26 - CONSERVATION FUND	38,587	0	38,587		338,976	0	338,976	
35 - WATER SUPPLY FUND	-79,995	0	-79,995		2,552,851	0	2,552,851	
Report Total:	-59,548	0.02	-59,548		3,000,057	0	3,000,057	

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

17. CONSIDER EXTENSION OF COOPERATIVE AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY FOR STREAMFLOW GAGING IN WATER YEAR 2024

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	Dave Stoldt General Manager	Program/ Line Item No.:	2-5-1 A
Prepared By:	Jonathan Lear	Cost Estimate:	\$17,500

General Counsel Approval: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: The United States Geological Survey (USGS) operates two streamflow gaging stations on the Carmel River:

- (1) Carmel River at Robles del Rio (No. 11143200) and
- (2) Carmel River near Carmel (No. 11143250)

The upper or "Robles" gage is immediately downstream of Esquiline Bridge (River Mile 14.4) and the lower or "Carmel" gage is immediately downstream of Via Mallorca Bridge (River Mile 3.6). The Monterey Peninsula Water Management District (District) relies on the flow data from both of these stations to support ASR operations and both gages are named in the water rights associated with ASR diversions. It should be noted that the Robles del Rio station is funded by the Monterey County Water Resources Agency.

RECOMMENDATION: The Finance and Administration Committee should 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) 2024 for an amount not-to-exceed \$17,500.

BACKGROUND: The District has funded a cooperative water resources program with the USGS to monitor Carmel River streamflow since the late 1980s. Other than the District, the USGS is the only other independent agency that monitors continuous Carmel River streamflow. The Carmel station provides a long-term streamflow record that began in 1962. The USGS streamflow data provide a valuable cross check for the District's streamflow data when verifying the daily, annual, and peak flows that occur on the Carmel River. The USGS Carmel River streamflow data also support the District's implementation of Aquifer Storage and Recovery (ASR) operations in the Seaside Groundwater

Basin in that the data are utilized in real-time to assist in scheduling when to commence or cease injection, given current trends in streamflow conditions. In addition, as a cooperator with the USGS, the District has access to purchase equipment from the USGS Hydrologic Instrumentation Facility and keep informed of advancements in instrumentation. The Agreement for WY 2023 is included as **Exhibit 17-A** as an example of the agreement that would be negotiated in WY 2024.

IMPACT TO STAFF/RESOURCES: The District's share for continuation of streamflow monitoring at the Carmel River near Carmel station for WY 2024 (October 1, 2023 - September 30, 2024) is \$17,500.

EXHIBIT

17-A Joint Funding Agreement for Water Year 2023



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
Sacramento, CA 95819

October 7, 2022

Mr. David Stoldt
General Manager
Monterey Peninsula Water Mgmt. Dist.
Post Office Box 85
Monterey, CA 93942-0085

Dear Mr. Stoldt:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) California Water Science Center Water Resources Investigations, during the period October 1, 2022 through September 30, 2023 in the amount of \$17,370 from your agency. U.S. Geological Survey contributions for this agreement are \$7,340 for a combined total of \$24,710. Please sign and return one fully-executed original to Irene Rios at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **December 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Anthony Guerriero by phone number (831) 460-7494 or email aguerrie@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Cade Castro at ccastro@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Alissa Coes
Acting Director, USGS California Water Science
Center

Enclosure
23ZGJFA03000022 (2)

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 6000000949
Agreement #: 23ZGJFA03000022
Project #:
TIN #: 94-2535586**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Monterey Peninsula Water Mgmt. Dist. party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$7,340 by the party of the first part during the period
October 1, 2022 to September 30, 2023
- (b) \$17,370 by the party of the second part during the period
October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000949
Agreement #: 23ZGJFA03000022
Project #:
TIN #: 94-2535586

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Anthony Guerriero
Supervisory Hydrologic Technician
Address: 400 Natural Bridges Drive
Santa Cruz, CA 95060
Telephone: (831) 460-7494
Fax: (831) 427-4475
Email: aguerrie@usgs.gov

Customer Technical Point of Contact

Name: David Stoldt
General Manager
Address: Post Office Box 85
Monterey, CA 93942-0085
Telephone: (831) 658-5600
Fax:
Email:

USGS Billing Point of Contact

Name: Cade Castro
Budget Analyst
Address: 6000 J Street Placer Hall
,
Telephone:
Fax:
Email: ccastro@usgs.gov

Customer Billing Point of Contact

Name: Jonathan Lear
Water Resource Division Manager
Address: Post Office Box 85
Monterey, CA 93942
Telephone: (831) 659-5647
Fax:
Email: jlear@mpwmd.net

U.S. Geological Survey
United States
Department of Interior

Monterey Peninsula Water Mgmt. Dist.

Signature

By _____ Date: 10/07/2022
Name: Alissa Coes
Title: Acting Director, USGS California Water Science
Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FY 2023 **USGS Cooperative Water Program**
Agreement Period Oct 1, 2022 - Sept 30, 2023
Agreement # 23ZGJFA14300

10/7/2022

Monterey Peninsula Water Management District
Mr. David Stoldt, General Manager
Post Office Box 85
Monterey CA 93942

USGS Contact:
Anthony Guerriero
2885 Mission Street
Santa Cruz CA 95060
(831) 460-7494
aguerrie@usgs.gov

Program Total = \$24,710
USGS Cooperative Matching Funds = \$7,340
Cooperator Total = \$17,370

Type Station Number		Station Name	Activity	Activity Cost	USGS Funds	Cooperator Funds
SW	11143250	Carmel River near Carmel CA	Streamflow, continuous (CMF)	\$ 24,710	\$ 7,340	\$ 17,370

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

18. CONSIDER APPROVAL OF EXPENDITURE OF FUNDS FOR OUTREACH EVENT “SUMMER SPLASH WATER CHALLENGE GIVEAWAY 4”

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Conservation Program 26-05-781140
Prepared By:	Stephanie Kister	Cost Estimate:	\$15,000 (Partially Reimbursable)

General Counsel Approval: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: The Summer Splash Water Challenge Giveaway was started in 2020 in response to the COVID-19 shutdown. It is a virtual/print educational water conservation gameboard designed for children and families. Participants watch videos online and/or visit educational websites through links on the event website to find the answers to the questions on the gameboard. Completed gameboards are submitted to MPWMD for a chance to win a prize. Winners are featured on the MPWMD Facebook page. There were 80 participants in 2020, 64 in 2021, and 90 in 2022 that turned in completed gameboards for a chance at the prizes. However, that does not reflect the conservation message communicated through the advertising, or the number of people who visited the page but did not submit the completed gameboard and the family members that helped answer the questions. Overall, this program has been a successful outreach effort.

Summer Splash 4 is a joint program with California American Water (Cal-Am). Costs for the program prizes, advertising, and website upgrades will be split with Cal-Am. The new game will launch July 1 and run through July 31, 2023. The full event plan is attached as **Exhibit 18-A**.

The General Manager approved an initial expenditure of budgeted funds to prepare the game board and advertising and to update the website for this year's game.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board approve the expenditure of budgeted funds for up to \$15,000 for this outreach event. Cal-Am will reimburse the District for half of the expense.

IMPACT TO STAFF/RESOURCES: Funds for this expenditure were included in the Fiscal Year 2023-2024 budget.

EXHIBIT**18-A Summer Splash 2023 Outreach Plan**

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2023 Outreach: Summer Splash Water Challenge Giveaway 4

Summary: The Summer Splash Water Challenge Giveaway was started in 2020 in response to COVID lockdown. It's a virtual/print educational water conservation gameboard designed for kids and families. Participants watch videos online and/or visit educational websites as linked on the event website to find the answers to the questions on the gameboard. Completed gameboards are submitted to MPWMD for a chance to win a prize. Winners are featured on MPWMD Facebook page. It will launch July 1 and run through July 31. The "Official Rules" are attached.

Design: The gameboard will follow the design from 2022, with modifications to the color scheme for a fresh look.

Content: The gameboard will have the following questions and sources below

- How much of water on earth is drinkable?
- How much water can you save by turning off the faucet when you brush your teeth?
- How do you plan to save water at your house?
- How do you save water when doing laundry?
- How can you save water in the bathroom?
- How can you save water in the kitchen?
- How can you save water outdoors?
- One drip every second adds up to five gallons per day! Check your faucets and showerheads for leaks and fix them. How many did you find?
- Who can take the shortest shower in your house? Time them and see who wins!
- Put food coloring in your toilet tanks. If it seeps into the bowl without flushing, there's a leak. Did you find any leaks?
- Can you locate the water shut off valve for your home? Where is it?
- How much is the rebate for a High Efficiency Clothes Washer?
- How much is the rebate for a High Efficiency Toilet?

Sources: <https://www.youtube.com/watch?v=nTcFXJTOFsc>

<https://www.youtube.com/watch?v=9Bf-h4lYrso>

<https://www.montereywaterinfo.org/rebates/your-home/>

Media Plan: The Summer Splash Water Challenge Giveaway 4 will have an "event page" at www.montereywaterinfo.org where the videos can be viewed and the answers recorded in a



form for submission. It will be advertised in the local new papers, on social media, and by Cal-Am email blast. The specific Ad Placement plan is attached with a cost estimate of \$11,826.00 and website upgrades will cost \$1,000.

Prizes: The prizes offered will be a High Efficiency Clothes Washer (value \$1,200), an iPad (value , and six \$50 Visa gift cards. Participants will be able to select which prize they want to be entered in for a chance to win.

MPWMD

Media Placement for Summer Splash Ads / July 2023

Monterey Bay Parent

Banner Home	1280 x 320	July	\$600	
Banner News	728 x 180	July	\$250	\$ 850.00

Pacific Grove Press

Full page	10" x 16"	5	\$800	
Half page	10" x 8"	19	\$450	1,250.00

Pine Cone

Full page	9.75" x 15.85"	7, 21	\$1,350 x 2	2,700.00
Half page	9.75" x 7.88"	14, 28	\$775 x 2	1,550.00

MC Weekly

Full page	9.5" x 11.32"	6,13, 20, 27	\$1,369 x 4	5,476.00
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MPWMD Newsletter

Promo	Half / Full	tbd	n/c	
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TOTAL MEDIA PLACEMENT

\$ 11,826.00

Summer Splash Water Challenge Giveaway Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: Sweepstakes (the “Sweepstakes”) is open only to California-American Water Company water customers in the Monterey County District of California who complete and submit a Summer Splash Water Challenge Giveaway entry form (“gameboard”) by mail postmarked by July 31, 2023 to MPWMD Summer Splash, PO Box 85, Monterey, CA 92942 or online at www.montereywaterinfo.org/waterchallenge by July 31, 2023, and who are at least 18 years of age as of the date of entry. The sweepstakes is void where prohibited by law. Employees of the Monterey Peninsula Water Management District or California-American Water Company (the “Sponsors”) and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating and submitting a gameboard, you agree to be fully and unconditionally bound by these rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsors as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Sweepstakes Period: Entries will be accepted online and by mail starting on June 28, 2023 and ending on July 31, 2023. All online entries must be received by July 31, 2023, before 11:59PM PDT. All mailed submissions must be postmarked by July 31, 2023.

4. How to Enter: The Sweepstakes must be entered by submitting an entry using a printed or online gameboard provided on this Sweepstakes site, located at www.montereywaterinfo.org/waterchallenge. The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsors. You may enter only once per household, and you must answer all the challenge questions correctly and fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of the Sponsors.

5. Prizes: One (1) Winner will receive a High Efficiency Clothes Washer (ARV \$1,200), one (1) Winner will receive a iPad (ARV \$600), four (4) Winners will receive an \$50 Visa Gift Card (ARV\$50). Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor’s discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Use entry form to select

which prize to be entered to win. Acceptance of prize constitutes permission for the Sponsors to use winner's name, likeness, photo and gameboard for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received for each prize option.

7. Winner selection and notification: Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsors on August 17, 2023. Winners will be notified via email to the email address they used to enter the Sweepstakes with within five (5) days following the winner selection. The Sponsors shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If a selected winner cannot be contacted, is ineligible, or fails to claim the prize within 72 hours from the time award notification was sent by the Sponsors, the prize may be forfeited in the Sponsors sole discretion and an alternate winner selected. The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AS DETERMINED BY SPONSORS IN THEIR SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By entering the Sweepstakes you understand and agree that the Sponsors, anyone acting on behalf of the Sponsors, or their respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry, gameboard and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: The Sponsors reserve the right, in their sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. The Sponsors reserve the right at their sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these rules. The Sponsors have the right, in their sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user or household from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros or scripts or other technical means for submitting an entry. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil

laws and should such an attempt be made, the Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. By entering the Sweepstakes, you agree to receive email newsletters periodically from the Sponsors. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By submitting an entry for the Sweepstakes, you agree to release and hold harmless California-American Water Company and the Monterey Peninsula Water Management District and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any and all liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries. Disputes: THE SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in the Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

12. Winners List: To obtain a copy of the winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: The Monterey Peninsula Water Management District, 5 Harris Ct, Building G, Monterey CA 93940. Requests must be received no later than November 1, 2023. Sponsor: The Sponsors of the Sweepstakes are: The Monterey Peninsula Water Management District, 5 Harris Ct, Building G, Monterey CA 93940 and California-American Water Company, 511 Forest Lodge Road, Pacific Grove Ca 93950 14. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat, Youtube, Pinterest, LinkedIn or Google. You understand that you are providing your information to the owner of the Sweepstakes and not to Facebook, Twitter, Instagram, Snapchat, Youtube, Pinterest, LinkedIn or Google.

SHORT VERSION: NO PURCHASE NECESSARY TO ENTER OR WIN. Void where prohibited. The sweepstakes is open only to California-American Water Company water customers in the Monterey County District of California who complete and submit a Summer Splash Water

Challenge Giveaway entry form (“gameboard”) with correct answers by mail postmarked by July 31, 2023, to MPWMD Summer Splash, P.O. Box 85, Monterey CA, 93942 or submitted online at www.montereywaterinfo.org/waterchallenge by July 31, 2023 and who are at least 18 years of age as of the date of entry. Start: 12:01 a.m. PDT on 7/1/2023. Submittal deadline: 11:59 p.m. PDT on 7/31/2023. One (1) Winner will receive an iPad (ARV \$600), one (1) Winner will receive a High Efficiency Clothes Washer (ARV \$1,200), four (4) Winners will receive a \$50 Visa Gift Card (ARV \$50).

OFFICIAL RULES: www.montereywaterinfo.org/waterchallenge_officialrules.pdf

SPONSORS: The Monterey Peninsula Water Management District, 5 Harris Ct, Building G, Monterey CA 93940 and California-American Water Company, 511 Forest Lodge Road, Pacific Grove CA 93950

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

19. CONSIDER CONTRACT FOR PUBLIC OUTREACH SERVICES WITH WELLMANAD FOR FISCAL YEAR 2023-2024

Meeting Date: June 12, 2022 **Budgeted:** Yes
From: David J. Stoldt, **Program/**
 General Manager **Line Item No.:**
Prepared By: Stephanie Locke **Cost Estimate:** \$106,500

General Counsel Review: NA

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023, and recommended _____

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

SUMMARY: WellmanAd was hired in October 2022 to perform outreach, advertising and design services for the District. Over the past year, the District has amassed over 24,000 email addresses, printed its Annual Report, has initiated monthly (or more frequent) email newsletters, has had a monthly branding ad in print media, has increased its social media presence, and has successfully responded to numerous requests from the public for information and outreach.

Staff is recommending a continued relationship with WellmanAd for fiscal year 2023-24 at the same retainer (\$7,875/month). In addition, there are two sub-contractors of WellmanAd's that are included under this item: \$5,400 for management of the electronic email platform, mailings and computer programming, and \$6,600 for social media management.

At its meeting on September 19, 2022, the Board of Directors approved hiring WellmanAd for public outreach services for fiscal year 2022-23. As part of the motion, the Board requested the contract include the provision that WellmanAd will not campaign for any candidate running for MPWMD Director.

RECOMMENDATION: The Finance and Administration Committee should recommend approval of a fiscal year 2023-24 contract with WellmanAd for an amount not to exceed \$106,500. Funding for this item is included in the budget.

EXHIBIT

19-A Fiscal Year 2023-23 Draft Contract with WellmanAd

EXHIBIT 19-A**DRAFT****AGREEMENT BETWEEN****MONTEREY PENINSULA WATER MANAGEMENT DISTRICT****AND****WELLMANAD**

**FOR
PUBLIC OUTREACH SERVICES**

THIS AGREEMENT is entered into this ___th day of June 2023, by and between Phil Wellman, a sole proprietor d.b.a. WellmanAd, hereafter called "Agency," and the Monterey Peninsula Water Management District hereafter called "District".

SECTION I - SCOPE OF SERVICES

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

SECTION II – COMPENSATION**A. FEE SCHEDULE**

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

B. METHOD OF PAYMENT

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

C. MAXIMUM PAYMENT

Payments to Agency for retained services rendered under this Agreement **shall not exceed \$7,875** per month without the prior written consent of the District. Out-of-pocket expenses incurred will be paid separately from retained services, but only upon presentation of documentation of the expense(s) and pre-approval of the District General Manager.

The Agency agrees to perform the services provided for in Exhibit A, 'Scope of Work' attached hereto and incorporated by reference as though fully set forth herein, provided that the Agency

shall not be obligated to perform any services not described in the Scope of Work. Changed or additional services shall be subject to negotiation of a new or amended Scope of Work, Budget, and Schedule and shall be authorized by amendment to this Agreement and approved as required by law.

SECTION III - INSPECTION OF WORK

The books, papers, records and accounts of Agency or any subconsultants retained by Agency 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 the District. Said records shall be retained for a minimum of five (5) years after completion of services.

SECTION IV - OWNERSHIP OF WORK PRODUCT

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 the District. Agency may retain copies for his/her own use. If, in the conduct of the work herein contemplated the Agency utilizes proprietary intellectual property, the Agency will provide to District a non-exclusive license to use such property in connection with this project.

SECTION V – TERM/TIME OF PERFORMANCE

Agency shall begin work upon the effective date of this Agreement and shall complete all tasks monthly as discussed and agreed to by the District and the Agency. Work Schedule and performance shall be consistent with the professional skill and care ordinarily provided by outreach professionals practicing in the State of California under the same or similar circumstances.

This Agreement will terminate June 30, 2024, and is subject to renewal by Agreement of the Agency and the District.

SECTION VI - RESPONSIBILITIES

- A. Agency represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Agency shall act as an independent Agency and not as an agent or employee of the District. Agency shall have exclusive and complete control over his/her employees and subconsultants, and shall determine the method of performing the services hereunder.
- B. District shall provide Agency with all relevant data and information in its possession without charge.
- C. District 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. Agency shall be responsible for the reproduction of work produced by Agency hereunder.
- E. The officers, agents, and employees of the District shall cooperate with Agency in the performance of services under this agreement without charge to Agency. Agency agrees

to use such services insofar as feasible to effectively discharge his/her obligations hereunder and further agrees to cooperate with officers, agents, and employees of the District

- F. The Agency agrees to indemnify, defend and hold harmless the officers, agents and employees of the District, from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, material men, laborers and any other person, firm or corporation who may be injured or damaged to the extent caused by the negligent acts, errors, and/or omissions of the Agency, Agency's employees, or Agency's subconsultants or subconsultants in the performance of the services under this Agreement.
- G. **STANDARD OF CARE:** Consistent with the professional standard of care and except as otherwise expressly set forth herein, Agency shall be entitled to rely upon the accuracy of data and information provided by District or others without independent review or evaluation. This Agreement shall not create any rights or benefits to parties other than Agency and the District. No other third party shall have the right to rely on Agency opinions rendered in connection with the Services without the written consent of Agency and the third party's agreement to be bound to the same conditions and limitations as the District.

SECTION VII - INSURANCE

- A. Agency shall obtain and keep insurance policies in full force and effect for the following forms of coverage as shown in **Exhibit C**, Insurance Requirements.

SECTION VIII - CHANGES AND CHANGED CONDITIONS

- A. If, during the course of the work herein contemplated, the need to change the Scope of Work 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 ten (10) 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 Agency Fee Schedule in effect at the time a change is made to the Scope of Work. Any changes agreed to shall be documented by duly executed amendments to this Agreement.
- B. District reserves the right to specify individual employees, subconsultants or agents of Agency 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, subconsultants or agents are no longer assigned to the work described in this contract and/or are no longer affiliated with Agency, Agency shall immediately notify District in writing. Agency shall assign the rights to this contract to another entity, if requested by the District, as part of termination proceedings pursuant to Section IX, Termination.

SECTION IX - TERMINATION

- A. District may terminate Agency's services at any time by written notice to Agency at least

thirty (30) days prior to such termination. Upon receipt of written notice from District that this Agreement is terminated, Agency shall submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated.

- B. Upon receipt of written notice of termination, the Agency shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to District, 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 Agency in performing the services under this Agreement.

SECTION X - SUB-CONTRACTING AND ASSIGNABILITY

It is acknowledged that this contract will involve the Agency sub-contracting a portion of the work required by this Agreement.

SECTION XI - DISCRIMINATION AND FAIR EMPLOYMENT

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

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

During the performance of this Agreement, Agency and its consultants 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. Agency and its consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its consultants 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 AGENCY

Agency covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Agency agrees not to manage a political campaign for any candidate running for Director of the Monterey Peninsula Water Management District.

SECTION XIII - CONTINGENT FEES

Agency warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Agency, 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, District shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XIV - DISPUTES

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

SECTION XV - NOTICES

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

DISTRICT: David J. Stoldt, General Manager
5 Harris Court, Bldg G
Monterey, CA 93940
Telephone: (831) 658-5651
Email: dstoldt@mpwmd.net

AGENCY: Phil Wellman
WellmanAd
26235 Atherton Place
Carmel, CA 93923
Telephone: 831-626-0466
Email: phil@wellmanad.com

SECTION XVI - AMENDMENTS

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

SECTION XVII - ATTACHMENTS

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

Exhibit A. Scope of Work

Exhibit B. Fee Schedule

Exhibit C. Insurance Requirements

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

Monterey Peninsula Water Management District

BY: David J. Stoldt

AGENCY

BY: Phil Wellman

FEDERAL TAX IDENTIFICATION NUMBER: _____

EXHIBIT A - SCOPE OF WORK

AGENCY RESPONSIBILITIES

- Outreach Strategy – Research, Branding, Communications
- Presentations – Provide review and editing of content and graphics for clarity
- Public Relations – Provide review and editing of content produced by the District for clarity – Write up to two releases per month based on talking points
- Advertising – Print, Digital, TV, Radio – Strategy, content, design, direction, project mgmt.
- Social Media – Strategy, messaging, graphics, project mgmt.
- Media Buys – Campaign schedule design, negotiation, orders, project mgmt.
- Video – Strategy, content, design, direction, production, project mgmt.
- Mailing list / eblasts – Build list, content, design, send, project mgmt.
- Collateral (brochures, flyers, annual report) – Strategy, content, design, project mgmt.
- Website – Strategy, content, design, project mgmt.

OTHER

Any and other services as needed and requested by the District, including but not limited to:

- Attend District Meetings
- Monthly Branding Ads
- Workshop Ads
- Newsletter
- Annual Report
- Drought/Flood Special Outreach
- Prop 218 Special Outreach
- Identify/Work-with 3rd Party Designer
- Update Brochures
- Order Collateral (Gifts, Stuff, Things)
- Develop Video Clips
- Event Coordination
- Update Costs of Media Buys and Direct Mail Annually
- Submit Annual Award Applications
- Submit Press Info to Publications (ACWA, CSDA, JournalAWWA, WaterWorld, Opflow (AWWA), Source)

OUTSIDE COSTS

- Agency will provide monthly budget for projects
- Approved costs paid directly to provider per requirements

- No agency markup – Project management time included in retainer
- Media and ads
- Printing
- Video production
- Web coding
- Social Media posting, boosting, metrics
- Eblast conversion and sending
- Illustration
- Photography
- Events
- Other

EXHIBIT B – FEE SCHEDULE

The scope of work shall be on a monthly retainer of \$7,875 per month and a minimum hourly commitment of 45 hours per month. Out-of-pocket and subconsultant expenses will be on a time-and-materials basis.

The scope of work, associated level of effort, fee estimate, and timeline may change, and Agency will have an opportunity, in discussion with the District, to modify aspects of the fees, if necessary, to ensure that they best meet the District's goals and objectives.

EXHIBIT C - INSURANCE REQUIREMENTS

- I. Agency 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. ☒ Commercial or Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. ☐ Owners & Consultants Protective
 - F. ☐ Protection & Indemnity (Marine/Aviation)

- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000, except for coverage "D", which shall not be less than \$2,000,000. The procurement and maintenance by the Agency of the policies required to be obtained and maintained by Agency under this Agreement shall not relieve or satisfy Agency's obligation to indemnify, defend and save harmless District and the Monterey Peninsula Water Management District.

- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. District and the Monterey Peninsula Water Management District shall each be listed as a certificate holder on the Agency's Commercial or Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 30-day prior written notice of cancellation, excluding cancellation due to nonpayment of premium.

- IV. Agency shall carry a commercial liability policy written on a general liability form.
 - A. Such protection is to include coverage for the following hazards, indicated by an "X":
 1. ☐ 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 comprehensive general liability policy shall include as an additional insured District and the Monterey Peninsula Water Management District their 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 and the Monterey Peninsula Water Management District at least thirty (30) days prior written notice mailed to the address shown below prior to any cancellation or non-renewal. The 30-day written notice must be shown on all certificates of insurance.
 - E. Certificates of Insurance for the current policies shall be delivered by the Agency 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 Agency shall be primary coverage as to the interest of the additional insured to any and all other policies that may be in force. District and the Monterey Peninsula Water Management 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 insurance companies with general policy holders' rating of not less than "B" and authorized or admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

20. CONSIDER RENEWAL OF CONTRACT WITH JEA & ASSOCIATES FOR LEGISLATIVE AND ADMINISTRATIVE SERVICES

Meeting Date: June 12, 2023 **Budgeted:** N/A

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

Prepared By: David J. Stoldt **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023, and recommended _____.

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

SUMMARY: JEA and Associates (JEA) has worked with Monterey Peninsula Water Management District (District) since 2009 to advance the District's interests in Sacramento on a wide variety of projects and issues.

DISCUSSION: Areas of experience provided by JEA in the past include:

- We have worked closely and developed strong relationships with our delegation, including expected incoming Speaker, Assemblymember Rivas, and Senators Laird and Caballero. Not only does JEA have good personal relationships with these legislators, but also with their Capitol and District staff. JEA has consistently utilized these relationships, and previously Mark Stone and Bill Monning, on behalf of MPWMD over the many years.
- JEA has represented MPWMD in every weekly ACWA advocacy meeting, got appointed to ACWA's Bond Working Group, which resulted in shaping some of ACWA's requests for the recent water bond proposals, including increased funding for water recycling (big increase in last year's SB 129 \$2 billion water package), multi-benefit projects and groundwater storage.
- JEA maintains a productive and supportive relationship with ACWA and works closely on coalition efforts on various pieces of legislation and budget items. This helps raise the District's and the General Manager's stature with ACWA.
- JEA has been instrumental in facilitating discussions in regards to MPWMD's Cease and Desist Order Condition 2 issue, including but not limited to meetings with SWRCB staff, SB 330's staff consultant, Senate Housing Committee, Senator Laird, and the Department of Housing and Community Development deputies. This also includes numerous meetings with our delegation and SWRCB over the last 3-4 years.

- JEA helped with the Pure Water Monterey state loan funding issue in March 2019 attending meetings with SWRCB member Sean Maguire and Asm Robert Rivas staff to allow physical checks to be issued during the State's conversion to an automated process.
- JEA has been working closely with MPWMD on possible special legislation related to its LAFCO situation. This includes numerous meetings and conversations with Senator Laird's senior consultants, internal strategy discussions, and coordinating with Legislative Counsel on legislative language. We are still currently working on possibilities to execute a legislative effort this year.
- JEA has communicated regularly with MPWMD's legislative delegation on MPWMD issues and bill positions – coordinating calls with Laird and Rivas, in addition to communicating with their senior staff. Also, monitor and report out regional water legislation.
- Regularly forwards and discusses potential funding opportunities, including drafting extensive memos on available grants/funding.
- Monitors and tracks over 60 bills a year and draft appropriate correspondence/letters and provide testimony on behalf of MPWMD.
- Coordinate regularly in scheduling meetings in Sacramento with the General Manager and Board Members with state agencies (Chair Esquivel and other SWRCB members, Wade Crowfoot, etc.) and MPWMD's legislation on various issues, including Cal-Am, local measures (Measure J), etc.
- Monitor and advise on new programmatic state guideline, i.e., Prop 68, Park Bonds and CDF&W grants like their fisheries restoration grants and work with department staff on clarification.
- Introduced and passed SB 936 (Monning) which allowed Cal-Am and MPWMD to use water rate relief bonds to finance the acquisition and construction of infrastructure, including desal facilities, to develop new water sources. Large effort required many meetings with committee consultants and testimony at several committee hearings.
- Advocated with other stakeholders on the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Prop 1) to include the Central Coastal region; This has resulted in millions of dollars going to MPWMD and the region through the IRWM process as well as successful grants for Pure Water Monterey funding.
- Over the years JEA has arranged numerous educational forums and tours focused on various water projects in the Monterey region. These forum/tours have included regional state legislators, Congressional Members, representatives from the PUC, DWR, SWRCB and their regional representatives, the Governor's Office, and members of statewide water associations like the Latino Water Coalition and ACWA.

COST: JEA has proposed a retainer from \$3,400 a month for the upcoming fiscal year 2023-24. A copy of the proposed agreement is included as **Exhibit 20-A**.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board approve the proposed agreement with JEA & Associates for FY 2023-24.

EXHIBIT

20-A Draft Proposal and/or Agreement to be Available for Review with the MPWMD Board Meeting Packet for June 20, 2023.

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

21. CONSIDER RENEWAL OF CONTRACT WITH THE FERGUSON GROUP FOR LEGISLATIVE AND ADMINISTRATIVE SERVICES

Meeting Date: June 12, 2023 **Budgeted:** N/A

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

Prepared By: David J. Stoldt **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: TFG has worked with Monterey Peninsula Water Management District (District) since 2015 and directly represented the District since January of 2017. During this time, TFG has worked with the District and Monterey One Water to build support for the Pure Water Monterey project as a multi-benefit, regional solution deserving of federal support that will serve as a model for other parts of California and the nation. TFG also worked with the District to advance the District's interests on a wide variety of other projects and issues. The General Manager believes the opportunities for federal assistance to advance the District's priorities remain great, and believes TFG is best positioned to continue to help the District address its policy priorities and maximize access to federal resources

DISCUSSION: Areas of experience provided by TFG in the past include:

- Successfully secured an authorization for \$20 million in water, wastewater, and water supply infrastructure assistance on the Monterey Peninsula in HR 7776, the House version of the Water Resources Development Act for 2022 (Sec. 337(a)(290)). See also Agenda Item 4.
- Assisted in advocating for an EPA WIFIA loan for the Pure Water Monterey project (approximately \$50 million in low-cost, long-term financing).
- Assisted the District and Monterey One Water in securing grant assistance through Reclamation's Title XVI water reuse program. TFG organized and participated in meetings in DC and California to advocate for Reclamation support for the project. Approximately \$19.6 million in grant funds have been secured to date which will reduce the cost of Pure Water Monterey water, and \$1.5 million will benefit the District directly in FY 2022-23.

- In 2018, arranged multiple meetings with Department of Interior, OMB, and legislative staff to discuss the Reclamation Title XVI project qualification criteria. Efforts resulted in Pure Water Monterey improved chance of success and eventual award of funds.
- Successfully advocated for an increase in the ceiling on Title XVI water reuse assistance. Reclamation announced on January 14, 2022, that it would increase the amount of grant assistance under the Title XVI water reuse and recycling program from \$20 million to \$30 million. Over the last several years, the District has advocated for Congress to statutorily increase the ceiling on Title XVI assistance.
- Worked directly with General Manager to attempt to secure earmarks for FY 2022-23 appropriation.
- Successfully advocated for increased funding for Reclamation's water reuse and desalination programs. Increasing the level of funding for these two programs has been a long-standing priority for the District. Most recently, the Infrastructure Investment and Jobs Act (IIJA), signed into law on November 15th of 2021, included an extra \$550 million for the Title XVI water reuse program and \$250 million for Reclamation's Desalination and Water Purification Program.
- Successfully advocated for expanded federal assistance for ecosystem restoration to create additional funding opportunities for steelhead recovery efforts on the Carmel River. The IIJA included \$250 million for a new watershed restoration initiative through Reclamation, for example. The bill also includes \$100 million for multi-benefit projects that provide water supply projects that also include nature-based ecosystem restoration benefits and additional funding was provided in the measure for NMFS that may create future funding opportunities for steelhead recovery efforts.
- Successfully advocated for more funding for WaterSMART and to increase the ceiling on WaterSMART grants to \$5 million for any single project.
- In 2020, TFG timely notified the District of a California Fish Passage Forum grant opportunity for which the District applied for the Finch Creek barrier removal, but subsequently did not get awarded.
- On water conservation, the District has consistently advocated for passage of the Water Conservation Rebate Tax Parity Act (HR 4647 in this Congress) that would amend federal tax law to clarify that homeowners do not need to pay income tax on rebates received from water utilities for water conservation and water runoff management improvements they have made. The measure could be added to the end of the year tax package currently under development.
- Relationship Building and Leadership – TFG has worked with the District since 2015 to enhance the District's relationships and presence in Washington. Maintaining strong relationships with Congress and federal agencies will support District efforts to influence legislation, regulations, and policy changes of interest to the District. TFG has organized

Washington meetings, both in-person and virtually, over the years, again, since 2015. TFG believes that it is important to continue these DC meetings and return to in-person meetings at least once a year going forward.

- Ongoing Tracking and Monitoring -- TFG provides the District with weekly updates on legislation, executive branch actions, and federal regulatory matters; federal water and natural resources policy developments; implementation of the infrastructure package; and grants. TFG also provides special reports on funding opportunities and policy developments of interest to the District and provides the District with a monthly report on federal legislation specifically of interest to the District. We have a standing monthly call.
- TFG provides the District with competitive grant support and, as a TFG retainer client, TFG is available to provide the District with grant writing services on a discounted basis.

COST: TFG has proposed a reduction in the monthly retainer from \$8,000 to \$6,000 a month for the upcoming fiscal year 2023-24. A copy of the proposed agreement is included as **Exhibit 21-A**.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board approve the proposed agreement with TFG for FY 2023-24.

EXHIBIT

21-A Draft Proposal and/or Agreement to be Available for Review with the MPWMD Board Meeting Packet for June 20, 2023.

FINANCE AND ADMINISTRATION COMMITTEE

22. CONSIDER EXPENDITURE OF BUDGETED FUNDS WITH ETECH CONSULTING FOR AS-NEEDED MAINTENANCE OF THE ACCELA DATABASE

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.	xxxxx
Prepared By:	Stephanie Kister	Cost Estimate:	\$8,750 NTE

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023, and recommended _____.

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

SUMMARY: The District utilizes Accela software for its demand management program. This database is used for the rebate program, property title transfer compliance and permitting. The system also includes inventories for all types of water fixtures and uses, credits and debits occurring as part of the water permit process, financial accounting, and tracking of allocations and entitlements.

The Accela software has been highly customized, and due to the complex and advanced nature of the District's regulations, the system is very complex. When regulations are changed, there is a need to adjust the functionality of the Accela system. Etech Consulting is available on an as-needed hourly basis to implement changes to the system. Staff requests approval for up to 50 hours at \$175 for a not to exceed amount of \$8,750 for Fiscal Year 2023-24.

RECOMMENDATION: The Finance and Administration Committee should recommend approval of the expenditure of up to \$8,750 for Accela maintenance. Funding for this work is included in the Fiscal Year 2023-24 proposed budget.

EXHIBIT

None

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

23. CONSIDER APPROVAL OF EXPENDITURE OF FUNDS BY DISTRICT PUBLIC OUTREACH CONSULTANT FOR WEBSITE UPDATE AND REDESIGN

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	David J. Stoldt	Cost Estimate:	\$21,450

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: At its September 19, 2022 meeting the Board approved the hire of WellmanAd as the District's outside public outreach consultant. At its August 22, 2022 (Agenda Item 4) meeting the Public Outreach Committee considered an update or redesign of the District website as one of the responsibilities of a consultant it its scope of services (see **Exhibit 23-A**, attached).

Staff have met to discuss a scope of work for update/redesign of the website, resulting in the WellmanAd proposed scope of work, attached as **Exhibit 23-B**.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board approve expenditure of up to \$19,500, plus a contingency of approximately 10% for a total not to exceed \$21,450 for website upgrade and redesign.

EXHIBITS

23-A Activities Considered by Public Outreach Committee August 22, 2022

23-B WellmanAd Proposed Scope of Services

From August 22, 2022 Public Outreach Committee Meeting:

Recommended Additional Projects: (outside of the Proposed Scope of Work)

While the Proposed Scope of Work is a comprehensive piece based upon our discussion, XXX has identified four other important pieces that should be considered as part of your overall public outreach plan. While these items were discussed as needs, they have been categorized as individual projects that can easily be addressed to maintain a cohesive organizational voice. Project costs will be determined upon request.

▪ **Website**

- Creative direction and project management of current website
- Additional search engine optimization, email marketing and on-line facilitation with current vendor
- Refreshed and additional content development and postings of relevant material and coverage from and of events, the media and the MPWMD
- Monthly email marketing campaign to customers, key stakeholders, media and partner databases
- Implementation of a online blog designed to enhance SEO and provide fresh content

Direction:

In today's world, a company or organization's website is a critical component of the public outreach process. The general public must feel that the company is investing back into itself by utilizing current best practices and the company's partners need to feel that they have something to gain by aligning themselves with said company. The website also serves as an accurate and real-time platform for delivering your message. Additionally, the wealth of information and data that can be gained by a modern, interactive website is an important piece of the public information puzzle.

Possible Scope for District Public Outreach Services
(From August 22, 2022 Public Outreach Committee Meeting)

General Outreach	Website/Social Media	Contact Management
<ul style="list-style-type: none"> • Annual Outreach Plan • Attend District Meetings • Monthly Branding Ads • Workshop Ads • Newsletter (Semi-Annual) • Annual Report • Drought/Flood Special Outreach • Prop 218 Special Outreach • Identify/Work-with 3rd Party Designer • Update Brochures • Order Collateral (Gifts, Stuff, Things) • Develop Video Clips • Update/Maintain Photo Library • Create/Maintain Press Clip Library • Create/Maintain List of Awards • Surveys • Event Coordination • Update Costs of Direct Mail Annually • Update History of the District/Water on the Monterey Peninsula 	<ul style="list-style-type: none"> • Oversee New Website • Optimize Website for Phones • Ongoing Website Upkeep • Social Media Posts <p>Press Relations</p> <ul style="list-style-type: none"> • Maintain Print, TV, and Radio Contacts • Regular Press Releases • Work w Key Staff on Guest Opinions • Update Costs of Media Buys Annually <p>Associations & Publications</p> <ul style="list-style-type: none"> • Monitor Activities of Industry Organizations/Submit District Press Info (ACWA, CSDA, WaterReuse, etc) • Submit Annual Award Applications • Submit Press Info to Publications (ACWA, CSDA, JournalAWWA, WaterWorld,Opflow (AWWA), Source) • Look for Opportunities to Submit Scholarly Articles or Submit Posters at Conferences) 	<ul style="list-style-type: none"> • Develop Mailing Lists (Restaurants, Hotels, Key Organizations) • Develop Email Lists (Global, Restaurants, Hotels, CII, Realtors, Builders, Architects, Others) <p>Local Outreach</p> <ul style="list-style-type: none"> • Chambers of Commerce, MCAR, MCHA, MCPOA, Military, Others • Leverage Other Organization Newsletters • Attend Outside Meetings as Needed • Public Liaison • County OES <p>Other</p> <ul style="list-style-type: none"> • Assist w/ Legislative Affairs • Letters of Support • Coordinate Grant Writing

**MPWMD Website Update / Redesign / 5.30.23
WellmanAd Proposal**

Project Objectives:

- Overall
 - Optimize staff / public interface and experience
- Internal
 - Improve content management and access
 - Review agenda management options
- External
 - Raise profile and build public trust
 - Improve public access to information on water, buyout, environment, conservation, etc.
 - Streamline permit application process

Design Objectives

- Use existing Wordpress template (bring plug-ins up to date)
- Fully responsive and optimized for all platforms: mobile, tablet, and desktop—all ADA compliant
- Homepage maximizes public and media access
- Provide easy to use content management dashboard for employees
- Organize back-end content (docuware?)
- Optimize search functionality
- Align with government regulations
- Integrate SEO best practices
- Research agenda management software (determine best options / timing for integration)
- Coordinate with MPWMD's web host on setting up a staging environment for the new site

Project Outline

- Comprehensive audit of existing site to include MPWMD employees, board, and public feedback
- Content will be reviewed, edited, updated, and added to
- The redesign will employ a similar yet updated site map and menu to accommodate current needs
- The new site design wireframe will provide Primary, Secondary, and Tertiary layout templates
- Develop site and code
- Review and test – Desktop, tablet, mobile layouts and plugins
- Proof and finalize layouts
- Set up analytics
- Final test and launch

Design / Content / Project Management

- WellmanAd – Project management, design, writing costs covered in monthly retainer
 - Costs outside of project parameters must be approved before proceeding
- Outside costs (photography, illustration, etc.)
 - Must be approved before proceeding – Invoiced separately

Completion Schedule

- 90 to 120 days from inception

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

24. CONSIDER APPROVING 5-YEAR AGREEMENT WITH DEVEERA, INC. FOR INFORMATION TECHNOLOGY SERVICES

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No. :	IT Services
Prepared By:	Suresh Prasad	Cost Estimate:	\$332,200 (23-24 \$62,500; 24-25 \$64,400; 25-26 \$66,400; 26-27 \$68,400; 27-28 \$70,500)

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

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

SUMMARY: With the retirement of District's Information Technology (IT) Manager, there was a need to immediately find a replacement to fill that position. Based on the size and needs of the District, the replacement of a full time IT Manager position can most effectively be filled with the services of a consultant firm.

With only two and half weeks of retirement notice from the outgoing IT Manager, District staff immediately started contacting IT consulting firms in the area to solicit proposals. Three firms were contacted (Rayne Technology, DeVeera, Inc., and Alvarez Technology).

Staff met with all three firms and went over the District's requirements for IT services. All three firms had representatives spend few hours on-site going through the discovery process to gather information. Information gathered during this discovery process was used to compile proposals delivered by the IT firms. Some of the services provided will be monitoring server 24/7, server and workstation preventative maintenance, virus and anti-spam protection, network monitoring, and help desk support, etc.

After evaluating the District's IT infrastructure inventory, all three firms recommended the District immediately change its backup and disaster recovery (BDR) system. In the event of catastrophic IT failure, the District's old BDR system would have taken weeks to rebuild and recover data. There could potentially have been irrecoverable data losses. With the proposed change in updating the BDR system, the recovery time would be reduced to approximately few hours with no loss of data.

Since outsourcing IT services was a new concept to the District, staff trialed with outsourcing the IT services on a short-term basis. This short-term trial period was from September 2019 through June 2020.

On September 16, 2019, the Board approved a 9-month contract with DeVeera Inc. to perform IT managed services for the District. During the initial term of the contract, DeVeera implemented the BDR system which is now backing up District data on an hourly basis. There were other IT pending projects that were completed during the initial term. After initial term, the District had contract extension for a 3-year term which will end on June 30, 2023.

Staff reached out to DeVeera for a contract extension. DeVeera has proposed continuing the IT services for the District for a 5-year term with 3% increase each year in costs. Continuing with outsourcing IT services will yield savings of approximately \$150,000 per year by not hiring a full-time employee.

RECOMMENDATION: The Finance and Administration Committee should recommend authorizing the General Manager or the Administrative Services Manager/CFO to enter into a 5-year agreement with DeVeera, Inc. to provide Information Technology services for a not-to-exceed amount of \$332,200.

EXHIBIT

24-A Proposals for IT managed services from DeVeera Inc.

This Managed Services Agreement ("Agreement") made between **DeVeera Inc.**, located at 5 Mandeville Ct, Monterey, CA 93940 ("Service Provider"), and **Monterey Peninsula Water Management District** with principal office 5 Harris Ct Bldg. G, Monterey, CA 93940 ("Customer-") is July 1, 2023 ("Effective Date"). The parties agree as follows:

1. Services. Service Provider agrees to provide Customer the services described in Schedule C ("Managed Services") for the Equipment listed in Schedule D to this Agreement ("Equipment"). Service Provider may from time to time change the Services provided to Customer under this Agreement.

2. Term and Termination.

(a) Term. The Initial Term of this Agreement is for a period of 5 years commencing on the Effective Date, unless terminated in accordance with the terms of this Agreement. The parties may mutually agree to additional terms.

(b) Termination. This Agreement may be terminated as follows: (i) Either party may terminate this Agreement at the end of the contract term with thirty (30) days' written notice to the other party prior to the end of the initial or additional term; (ii) Upon Service Provider's failure to perform or observe any material term or condition of this Agreement and failure to correct within thirty (30) days after receipt of written notice from Customer of such failure, Customer may immediately terminate the Services affected by such breach; or (iii) Upon Customer's failure to pay any outstanding charges within fifteen (15) days of receipt of written notice from Service Provider of delinquency, Service Provider may terminate this Agreement on 30 days' notice.

(c) Effect of Termination. Upon termination of this Agreement Customer will be liable for all charges incurred as of the date of termination except in the case of Provider's material breach or failure to perform. Sections 2, 6, 10, 11, 12, 14, and 16 shall survive termination of this Agreement.

3. Eligibility. Customer Equipment (workstations and servers) must (d) Customer acknowledges that from time to time (a) Service Provider may identify additional items that need to be purchased by Customer, and (b) changes in Customer's systems may be required in order for Service Provider to meet Customer's requirements. In connection therewith, Customer agrees to work in good faith with Service Provider to effectuate such purchases or changes. In the event that Service Provider is required to purchase any assets, including computer hardware and/or software, in connection with Service Provider providing the Services, all such assets will remain the sole property of Service Provider.

4. Payment.

(a) Fees. Service Provider will charge Customer in advance (on the 1st of each month) for services unless an alternate payment schedule is set forth in Schedule B. Payment of service will be made within thirty (30) days from date of billing.

(b) Taxes. Amounts payable by Customer hereunder do not include local, state, or federal sales, use, value-added, or other taxes or tariffs of the United States of America or other countries based on the licenses or services provided under this Agreement or Customer's use thereof. Customer will pay all such taxes or tariffs as may be imposed upon Service Provider or Customer, except income taxes imposed on Service Provider by the United States of America or any state or local government therein. Customer will be invoiced for, and Customer will pay, any such taxes or tariffs if Service Provider is required to pay them on Customer's behalf.

(c) Failure to Pay. Customer acknowledges that its failure to pay timely any of the fees payable hereunder, or any portion thereof, will be a material breach of this Agreement for which Service Provider may, in addition to pursuing all other remedies, withhold Services and/or terminate this Agreement.

(d) Annual Price Increase. The dollar amounts of any items specifically stated in the Agreement to be subject to adjustment for inflation of 3%. Backup data service contract is excluded from this price increase.

5. Customer Responsibilities.

(a) Customer Authorized Contact. Customer will identify one individual to be Service Provider's primary Customer contact and another individual to be the secondary contact as noted on Schedule A. Customer represents that these people have authorization to make decisions on behalf of Customer and may be relied upon by Service Provider when providing the Services. Customer may unilaterally change its contract upon notice to Service Provider.

(b) Provision of Materials and Services to Service Provider. Customer agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe work spaces for purposes of Service Provider performing the Services. Customer will also provide Service Provider with access to all information, passwords and facilities requested by Service Provider that is necessary for Service Provider to perform the Services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Customer understands that the Service Provider may be unable to perform their duties adequately and if such a situation should exist, the Service Provider will be held harmless.

Customer will be responsible for the quality, completeness and workmanship of any item or service furnished by it and for ensuring that the materials provided to Service Provider do not infringe or violate the rights of any third party. Customer will maintain adequate backup for all data and other items furnished to Service Provider.

(c) Timeliness. Any timetable for the Services is dependent on timely receipt from Customer of all necessary items and authorizations to be supplied by it. In the event of a delay in delivery of any such items by Customer, any estimated completion date will be deferred for a period equal to the time lost by reason of the delay.

(d) Software Installation or Replication. If Service Provider is required to install or replicate Customer software as part of the Services, Customer will independently verify that all such software is properly licensed. Customer's act of providing any software to Service Provider will be deemed Customer's affirmative acknowledgment to Service Provider that Customer has a valid license that permits Service Provider to perform the Services related thereto. In addition, Customer will retain the duty and obligation to monitor Customer's equipment for the installation of unlicensed software unless Service Provider in a written SOW expressly agrees to conduct such monitoring. Customer will indemnify and hold harmless Service Provider against all damages and expenses it may incur (including reasonable attorney's fees and disbursements) related to Customer providing infringing materials to Service Provider or any Customer breach of this Section 5(d).

6. Proprietary Rights.

(a) Service Provider Intellectual Property. The parties acknowledge and agree that Service Provider may use preexisting proprietary computer software, methodology, techniques, software libraries, tools, algorithms, materials, products, ideas, skills, designs, know-how or other intellectual property owned by Service Provider or its licensors, and Service Provider may also create additional intellectual property based thereon in the performance of the Services (all of the foregoing, the "Service Provider Intellectual Property"). Customer agrees that any and all proprietary rights to the Service Provider Intellectual Property, as it existed as of the date hereof and as it may be modified or created in the course of providing the Services, including patent, copyright, trademark, and trade secret rights, to the extent they are available, are the sole and exclusive property of Service Provider, free from any claim or retention of rights thereto on the part of Customer, and Customer hereby assigns to Service Provider any rights it may have in any of the foregoing. Service Provider shall indemnify and hold harmless Customer against all damages and expenses it may incur (including reasonable attorney's fees and disbursements) related to Service Provider using or providing infringing materials to Customer or any Service Provider breach of this Section 6(a).

(b) Customer Rights to Deliverables. Service Provider hereby grants to Customer a perpetual, worldwide, royalty-free, nonexclusive, non-transferable right and license to use, execute, reproduce, transmit, display, perform, create derivative works from, make, have made, sell and import the deliverables provided hereunder, including such Service Provider Intellectual Property solely as it may be incorporated therein, only for its own internal business purposes and to provide services to its customers consistent with the purposes of the Services.

(c) Customer Data Ownership and Responsibility. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietary to Customer and provided or submitted by Customer to the Services in the course of using the Services (collectively, "Customer Data"). Customer has, and shall retain, ownership of all Customer Data. In the event that this Agreement is terminated, Service Provider shall return to Customer all of the Customer Data within 30 days of termination if Customer so requests at the time of termination.

(d) Restrictions. Customer will not copy, use, modify, or distribute any Service Provider Intellectual Property except as expressly licensed in this Agreement. Customer will not remove the Service Provider Intellectual Property from any

deliverables or cause or permit the modification, distribution, reverse engineering, de-compilation, disassembly or other translation of the Service Provider Intellectual Property. Customer will not alter, change, or remove from the Service Provider Intellectual Property any identification, including copyright and trademark notices, and further agrees to place all such markings on any copies thereof. Service Provider shall not copy, use, modify, or distribute any Customer data except as expressly provided in this Agreement. Service Provider shall not cause or permit the alteration, modification, distribution, de-compilation, disassembly or other translation of Customer data.

7. Relationship of Parties; No Solicitation of Employees. Service Provider is an independent contractor. Neither party has the right or authority to assume or to create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed to create a joint venture or partnership between the parties. During the term of this Agreement and for a period of one (1) year thereafter, each party to this Agreement will not, without the prior written approval of the other party, solicit for employment any employee(s) of the other party or directly or indirectly induce any such employee to terminate his or her employment with the other party.

8. Services Warranty. Service Provider warrants that it will perform the Services substantially in accordance with the specifications set forth in Schedule C. For any breach of the foregoing warranty, Service Provider will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the ten (10) business day period immediately preceding the date of Customer's written notice to Service Provider specifying in reasonable detail such nonconformance. If Service Provider concludes that conformance is impracticable, then this Agreement shall be terminated and Service Provider will refund all fees paid by Customer to Service Provider hereunder, if any, allocable to such nonconforming Services within thirty (30) days.

9. Third Party Products. Product warranties for third party products, if any, are provided by the manufacturers thereof and not by Service Provider. Service Provider's sole obligation is to act on behalf of Customer to assist in the satisfaction of any such warranty.

10. DISCLAIMERS.

Customer must meet minimum eligibility requirements in order to be eligible for a maintenance program. See Schedule B for minimum eligibility requirements. If a computer does not meet the minimum eligibility requirements Service Provider may provide the services necessary at service rates listed in Schedule B to achieve eligibility on the equipment.

(a) Customer Responsibility for Equipment. Customer shall provide a suitable working environment for any Equipment located at Customer's facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of Equipment. Customer shall bear the risk of loss of any Equipment located at Customer's facility except in the case of Service Provider's negligence or willful conduct.

(b) The express remedies set forth in Section 8 will constitute Customer's exclusive remedies, and Service Provider's sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

(c) Service Provider shall not be responsible for impairments to the Services caused by acts within the control of Customer or its employees, agents, contractors, suppliers or licensees, the interoperability of Customer applications, or other cause reasonably within Customer's control and not reasonably related to services provided under this Agreement.

(d) EXCEPT FOR THE WARRANTIES MADE BY SERVICE PROVIDER IN SECTION 8, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CUSTOMER, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS IS." SERVICE PROVIDER DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND TITLE.

(e) SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CUSTOMER REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT

CUSTOMER MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE- PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CUSTOMER, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

(f) Except as may be done in accordance with Section 16(b), no statement by any Service Provider employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way whatsoever.

(g) Service Provider shall make no claim against Customer alleging damages or personal injury to its agents, employees, or contractors by any cause whatsoever except in the case of Customer's sole negligence or willful misconduct.

11. LIMITATION OF LIABILITY. Except for claims pertaining to Confidential Information, third-party claims under the indemnification provisions of this Agreement, or damages resulting from a party's gross negligence or willful misconduct, neither party will be liable to the other for any indirect, special, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, including, but not limited to, lost profits, lost savings or loss of use of facilities or equipment, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, even if advised of the possibility of such loss or damage, or if such loss or damage could have been reasonably foreseen.

12. Force Majeure. With the exception of Customer payment for services rendered, neither party shall be responsible for any failure to perform nor delay caused where such failure or delay is due to circumstances reasonably beyond the party's control.

13. Confidentiality. "Confidential Information" means all nonpublic technical or business information, including the terms of this Agreement and Customer data, disclosed by one party to the other party and marked as proprietary or which is of a nature or presented under circumstances that would cause one to reasonably conclude it should be treated as confidential. The receiving party shall hold such information in confidence for three years after termination of this Agreement, restrict disclosure of such information solely to its employees with a business need to know such information, and use a degree of care no less than the degree of care as it uses for its own proprietary information to prevent the unauthorized disclosure, use or publication of such proprietary information.

14. Insurance.

(a) **Nature and Amounts.** Service Provider agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, to the extent this Agreement creates exposure generally covered by the following insurance policies, Service Provider will maintain at its sole cost and expense at least the following insurance covering its obligations under this Agreement: (a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, in an amount not less than One Million Dollars (\$1,000,000) per occurrence; (b) Business Automobile Liability for owned, hired and non-owned vehicles in an amount of not less than One Million Dollars (\$1,000,000) for each accident; (c) Workers Compensation at statutory limits; and (d) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000). Commercial General Liability and Business Automobile Liability policies shall provide an endorsement naming Customer, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Service Provider's Services, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Customer and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Service Provider's insurance.

15. General.

(a) **Entire Agreement.** This Agreement together with the Schedules, which are hereby incorporated herein by this reference, contain all the agreements, representations, and understandings of the parties and supersedes any previous understandings, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. To the extent there is any inconsistency between a term of this Agreement and a term of any Schedule, the term of this Agreement will govern the performance of Services between the Parties, and confers no rights upon any of the Parties'

thereunder.

(b) Modification. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom will be deemed to amend or modify this Agreement. Each party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this Section 16(b).

(c) No Waiver. No failure on the part of either party to exercise, and no delay in exercising, any right, power, or privilege will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

(d) Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions. Venue shall be in Monterey County.

(e) Interpretation. Any provision of this Agreement held to be void, illegal, or unenforceable shall be restated to lawfully reflect the parties' original intent to the fullest extent possible. All other provisions shall remain in full force and effect.

(f) Notices. Any notice required under this Agreement shall be sent by registered mail, return receipt requested, facsimile, overnight express mail, or personal delivery to the address of the party set forth at the beginning of this Agreement. Notices sent by registered mail shall be deemed effective on the third business day following mailing. Notices sent otherwise shall be deemed effective on receipt. A party may change its address for notices upon thirty days prior written notice.

(g) Assignment. Neither Customer nor Service Provider may assign its rights or obligations under this Agreement without Service Provider's prior written consent which shall not be unreasonably withheld.

(h) Purchase Orders. Customer may, for purposes of administrative convenience, use Customer's standard form of purchase order to order Services. The parties understand and agree that any terms or conditions on any such purchase order in any way different from or in addition to the terms and conditions of this Agreement will have no effect whatsoever and Service Provider hereby rejects all such terms and conditions.

X 

Jay Patel
President, DeVeera Inc.

X

Suresh Prasad
Chief Financial Officer, MPWMD

Schedule A - Customer Contact Information

	Customer Information
Company Name	Monterey Peninsula Water Management District
Billing Contact Name	Suresh Prasad
Billing Contact Phone Number	(831) 658-5600
Billing Contact Email	accounting@mpwmd.net
Address Line 1	5 Harris Court
Address Line 2	Building G
City, St, Zip Code	Monterey, Ca 93940

	Primary Customer Contact Information
Primary Customer Contact	Suresh Prasad
Primary Contact Phone	(831) 521-5644
Primary Contact Email	suresh@mpwmd.net
Primary Contact Schedule	MONDAY – FRIDAY 8:00 AM TO 5:00 PM
Primary Contact After-Hours Phone Number	(831) 521-5644

	Secondary Customer Contact Information
Primary Customer Contact	Dave Stoldt
Primary Contact Phone	(508) 954-8414
Primary Contact Email	dstoldt@mpwmd.net
Primary Contact Schedule	M-F 8am to 5pm
Primary Contact After-Hours Phone Number	(508) 954-8414

Schedule B - Pricing and Services

Technology Services for New Projects	Rate
<ul style="list-style-type: none"> Software Development and custom application / work flow development. 	\$150 per hour
<ul style="list-style-type: none"> New Services/Equipment outside managed services contract Network Security and Compliance (Security Assessment & Audits, GDPR, HIPAA, PCI, FISMA, SOX) Wireless Networking (Cloud Wi-Fi, routing and firewall / in-wall cabling) Business Phone Solutions (Cloud & on-premises) Security Devices (Cloud managed NVR, Camera, Face-recognition and LPR) General Engineering Services 	Government Rate \$125 per hour / as needed.
<ul style="list-style-type: none"> Project Management for services outside managed services contract 	10% of project cost
Managed Services Daily, weekly, monthly support of servers, workstations, networks, printers, other devices for <ul style="list-style-type: none"> 28 Users & 24 Server 	\$5,192 per month
<ul style="list-style-type: none"> Anti-Virus for all Workstations and Servers Included 	Included in Monthly
TOTAL MONTHLY	\$ 5,192.00
General Terms for projects outside managed services contract <ul style="list-style-type: none"> For projects and new work, payment will be due within 30 days upon completion of the project. Payment will be due within 30 days of installation for requested hardware.. Standard business day support not covered by a managed services contract will incur a minimum of 1 hour billable. Specific details may vary by client and by contract. Inflation Adjustment increase of 3% annually on Managed Services. 	

Managed IT Services Detail

- **Site Documentation**

A senior engineer will create a DeVeera Care documentation specifically for your company. The documentation will hold important information about your technology infrastructure and will be kept online for easy access by you and DEVEERA Solutions. DeVeera will give Client Representative Portal access for entire site documentation. The Documentation covers important items that are needed for ongoing technology support including:

- Data Backup Schedules
- Hardware and Software Asset Inventory
- ISP and Website information
- Password Inventory for all critical Hardware, Software, and third-party Web Portals
- DNS Records, Website hosting information, Microsoft 365 administration accounts
- Network Map, including all remote sites and VPNs
- NVR and Security Camera System Documentation
- VLANs for Printers and Phone System
- Hardware and Software including licenses, support and warranty

- **Server Monitoring**

This 24x7 monitoring service will allow us to watch your Servers to detect and report problems before they escalate into downtime, data loss, or expensive repair issues. Some of the items we monitor include:

- Operating System/Terminal Server
- Network Services
- Active Directory
- Applications such as Exchange, SQL Server, Citrix
- Critical Event Logs
- **Application Status**
- System Performance Data
- Backup Monitoring and Administration

- **Server and Workstation Preventative Maintenance**

This service allows us to provide preventative maintenance activities on your servers, workstations and laptops to help prevent problems before they escalate into downtime, data loss, or expensive repair issues. We include the following preventative maintenance services on an ongoing basis.

- Patch Management (white-listed Critical Security patches for Microsoft operating systems and applications)
- Temporary File and Internet Debris Removal
- Hard Drive integrity checks (SMART enabled computers only)
- Service Pack Installation
- Third Party Application updates
- Server, network switch and firewall firmware updates

- **Network Device Monitoring**

This 24X7 monitoring service includes availability monitoring for Network Devices such as:

- Local area network IP devices (routers, firewalls, network-enabled printers, etc.)
- Local area network SNMP enabled devices (switches, etc.)
- Gateway VPN tunnels
- Externally hosted web and email servers

- **Virus Protection**

Get comprehensive virus protection for desktops, servers, and e-mail servers without the need for costly software or hardware. We eliminate the trouble of annual maintenance renewals and the risk of expired protection. Virus protection never expires and software is regularly updated while your systems are protected under the Managed Services program.

- **Antivirus Signature Monitoring**

Our Managed Services program makes sure that antivirus software is updated with the most recent virus definitions, helping create a secure environment for your network. While we cannot guarantee complete protection from a virus outbreak (new viruses appear every day), our proactive monitoring is among the best available.

- **Spyware Detection and Removal**

Thanks to a remote filtering service we offer, we can stop most spyware without requiring you to purchase and maintain expensive in-house hardware or software.

- **Remote Access and Support**

Our secure remote support tool enables us to respond more quickly to problems by accessing your network from our office and eliminating the delay of waiting for an engineer to come on site.

- **Guaranteed 1 hour telephone response time during business hours for Technical Problems submitted by telephone from you or your authorized staff members.**

- **UNLIMITED Help Desk Telephone and RemoteSupport. As Needed On-Site Support**

Our team of knowledgeable, courteous technicians is available to answer basic questions and solve problems quickly over the phone or through remote support. If, after 30 minutes, the Help Desk Technician has not been able to identify a clear path to resolution, or it is determined that an on-site visit is necessary, the support issue will be escalated to a senior Engineer.

- **Server Administration**

Included as part of the Help Desk Telephone and Remote Support service, our technicians will perform a variety of common server administration tasks for no additional fee.

- Create, disable, and maintain user accounts
- Change or reset user account passwords
- Manage security rights and security group membership
- Create and manage directory shares
- On-site Backup tape collection and store at our location

- **Monthly Status Report**

Each month we will provide a comprehensive report of the overall health of your technology, plus any issues and repairs experienced over the previous month. A ticket digest will also be given, which gives information on how many tickets were created and fixed with response times.

- **Quarterly Review and Planning Meeting**

We will use this time to assess your personal comfort level with your current technology, prioritize any outstanding issues, and plan technology needs to support anticipated changes to your business in upcoming months.

- **Local Onsite Support**

If you experience any type of problem that cannot be resolved remotely, our team of technicians will troubleshoot and resolve the issue onsite at **NO ADDITIONAL SERVICE FEE**.

- **24/7 Monitoring and Management**

The Client Site is monitored and managed 24x7 by our Network Operations Center (NOC) Team. If an issue occurs during any backup or with the hardware we are immediately notified and take corrective action. The DEVEERA NOC performs daily tests to verify the integrity of base and incremental images. Should an incremental have a corruption, DEVEERA Engineers copy the corrupt image from the offsite Data Center to the Backup Appliance and run the verification again. If this does not solve the problem then immediate corrective action is taken to get the backup to a consistent state.

- **Annual Technology Audit**

Annually, we will perform an extensive analysis of your network's trends and performance, as well as review your company's goals and technology plan. This annual review will allow us to make specific recommendations for improving your network performance, office productivity, and help you to plan and budget for future IT needs.

Other Services

- **DEVEERA Anti-Spam**

We'll restore confidence in email with managed email threat protection. Our Anti-Spam provides protection against spam, viruses, and phishing exploits outside the corporate network.

Schedule C - Plan Details (Not Covered)

Items Not Covered Under DeVeera Care

The following items are excluded from the DEVEERA Support Plan:

Hardware and Software

The cost of any hardware or software will be billed in addition to your service plan, including:

- Hardware and/or software required to troubleshoot and resolve break/fix issues
- Hardware upgrades to covered equipment
- Software upgrades to covered operating systems and business applications
- New hardware, software or other equipment

Installation of New Hardware, Software, and Other Equipment Services required to research, select, and implement new hardware, software, and other equipment will NOT be billed on an hourly basis. Once implemented, the maintenance of new hardware, software, and other equipment will be incorporated into your DeVeera Care plan.

Non-Supported Software and Equipment

DEVEERA cannot effectively manage the performance of your network and individual systems when new software and equipment is installed without our knowledge and participation. Software and equipment not explicitly listed Schedule Do this document will not be covered, unless the software or equipment is pre-approved and installed with the participation of a DEVEERA senior technician.

Problems Caused by Non-Supported Software and Equipment

Resolution of problems caused by non-covered software or equipment will be billed on an hourly basis in addition to your service plan at the rates listed in Schedule B of this document. (more than 5 users).

Network Relocation

Server, workstation and printer moves will be billed on an hourly basis if Client is moving from one location to another location. If hardware is being moved within the current location from one office to another office is included as part of this contract.

In-Depth Software Training

The DEVEERA helpdesk can be extremely effective in answering quick software "how to" and "what to do" questions. In-depth training quotes will be provided on a case-by-case basis.

The following items are excluded from the DeVeera CarePlan:

Hardware and Software

The cost of any hardware or software will be billed in addition to your service plan

Local Data

Local data may reside on your desktop and laptop machines. If the local machines are not backed up to the server or using our secure desktop package, the data on the local machines will not be backed up.

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

25. CONSIDER EXPENDITURE OF FUNDS FOR CONSULTANT SERVICES (TMX) FOR SLEEPY HOLLOW STEELHEAD REARING FACILITY MONITORING AND CONTROL SYSTEMS

Meeting Date:	June 12, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Protect Environmental Quality 2-3-1-N
Prepared By:	Thomas Christensen	Cost Estimate:	\$ 29,600

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended _____.

CEQA Compliance: Exempt under §15262.

SUMMARY: This item is to authorize an agreement with Telemetrix (TMX) to provide up to 100 hours of consultant service to assist staff with plant operations and troubleshooting, maintain instruments, provide plant electrical equipment service, provide staff training, maintain a web service to provide remote access to on site controls, provide telecommunications, provide 24-hour alarm monitoring, and to provide archival operational monitoring data.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board authorize the General Manager to enter into an agreement with Telemetrix, Inc. for consultant services in an amount not-to-exceed \$29,600.

DISCUSSION: The upgrade of the Sleepy Hollow Steelhead Rearing Facility completed in 2021 includes a sophisticated Programmable Logic Controller (PLC), water and air measurement instrumentation and other equipment that monitors and controls most functions of the plant, facilitates remote monitoring and operations, and sends alarm calls out when the plant is not operating correctly. TMX wrote the software and installed the PLC, maintains instrumentation, provides staff training, and provides electrical equipment maintenance, maintains a website for staff access, and provides 24-hour operator staffed dedicated alarm call out service. The proposed agreement would cover support of the facility by TMX for a one-year period.

IMPACTS ON STAFF AND RESOURCES: \$29,600 in funds for this work are budgeted under Sleepy Hollow Operations Budget Program line item 2-3-1-N Operations Consultant with Web Support. The work would be performed under the direction of District staff involved with Sleepy Hollow operations.

EXHIBIT

25-A Consultant proposal



TO: Mr. Thomas Christensen, MPWMD

FM: Kim Cohan, Telemetry

DT: June 9, 2023

RE: SHSRF annual support

Dear Mr. Christensen,

We are pleased to furnish this proposal to MPWMD for SHSRF support services.

Scope	Cost	Annual
Consulting and onsite services	Monday thru Friday 8A-5P. Principal: \$165/hr Technician: \$145/hr After hours, weekends add 50% Travel to site: travel to site billable	\$16,500/year (based on 100 hrs principal)
Plant alarm 24hr live operator response via dedicated redundant alarm channel cellular connection. Supervised communication channel integrity.		
Real time plant data collection, data storage, and presentation via web site. Downloadable storage of up to 12 months plant data. Email	\$265.00/mo	\$3,180/year
Cellular link. Real time plant remote control via low latency cellular connection.		

Enhanced Insurance (estimate)		\$9,920.00
Total annual (estimated)		\$29,600.00

Note- this proposal does not include plant consumables. This year the dissolved oxygen sensors expire and will need replaced. Anticipated cost for 2 Hach LDO sensors: \$1,200 + \$900 labor. \$1,900

Terms: Net 30 on approved credit.

Sincerely,



Kim Cohan, Owner
Kim@telemetry.com
 831-521-2360

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: INFORMATIONAL ITEM

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

Meeting Date: June 12, 2023 **Budgeted:** N/A

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

Prepared By: Suresh Prasad **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023.

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

SUMMARY: Attached for review as **Exhibit 26-A**, monthly status report on contracts over \$25,000 for the period April 2023. This status report is provided for information only, no action is required.

EXHIBIT

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

EXHIBIT 26-A

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**Monterey Peninsula Water Management District
Status on District Open Contracts (over \$25K)
For The Period April 2023**

Contract	Description	Date Authorized	Contract Amount	Prior Period Expended To Date	Current Period Spending	Total Expended To Date	Expected Completion	Current Period Activity	P.O. Number
1 Kevin Robert Knapp	Surface Water Data Portal	11/14/2022	\$ 27,730.00	\$ -	\$ 8,000.81	\$ 8,000.81		Current period billing for water modeling services	PO03302
2 City of Monterey	MPWMD Local Water Project Development Grant	10/17/2022	\$ 25,000.00	\$ 12,831.50		\$ 12,831.50			PO03242
3 DeVeera Inc.	HP Smart Array 2062 SAN Server	12/12/2022	\$ 160,000.00	\$ 157,273.63		\$ 157,273.63			PO03222
4 DeVeera Inc.	Board Conference Room A/V Upgrade	12/12/2022	\$ 30,000.00	\$ 19,012.00		\$ 19,012.00			PO03221
5 Access Monterey Peninsula	Board Conference Room A/V Upgrade	12/12/2022	\$ 25,000.00	\$ 20,528.37		\$ 20,528.37			PO03220
6 Tyman Construction Inc.	Sleepy Hollow Rearing Channel Rehabilitation	11/14/2022	\$ 693,000.00	\$ 435,668.10		\$ 435,668.10			PO03195
7 Montgomery & Associates	Annual Groundwater Modeling Support	6/20/2022	\$ 50,000.00	\$ -		\$ -			PO03193
8 WellmanAD	Public Outreach Consultant	10/10/2022	\$ 70,875.00	\$ 47,700.00	\$ 8,325.00	\$ 56,025.00		Current period retainer billing for outreach services	PO03155
9 Telemetrix	Consultant Services for Sleepy Hollow Facility	6/20/2022	\$ 27,060.00	\$ 5,115.00		\$ 5,115.00			PO03121
10 ETech Consulting, LLC	Accela Improvements	5/16/2022	\$ 52,000.00	\$ 47,040.00		\$ 47,040.00			PO02969
11 De Lay & Laredo	Measure J/Rule 19.8 Appraisal/Water Rights Phase 3	8/15/2022	\$ 75,000.00	\$ 45,490.46		\$ 45,490.46			PO03113
12 De Lay & Laredo	Measure J/Rule 19.8 Appraisal/Real Estate Phase 3	8/15/2022	\$ 80,000.00	\$ 53,309.64		\$ 53,309.64			PO03112
13 De Lay & Laredo	Measure J/Rule 19.8 Appraisal/Rate Study Phase 3	8/15/2022	\$ 160,000.00	\$ 119,130.85		\$ 119,130.85			PO03111
14 Rutan & Tucker, LLP	Measure J/Rule 19.8 Eminent Domain Phase 3	12/16/2019	\$ 175,000.00	\$ 16,512.50		\$ 16,512.50			PO03110
15 Lynx Technologies, Inc	GIS Consultant Contract for 2022-2023	6/20/2022	\$ 35,000.00	\$ 17,925.00	\$ 2,850.00	\$ 20,775.00		Current period billing for GIS services	PO03048
16 Regional Government Services	HR Contracted Services for FY 2022-2023	6/20/2022	\$ 35,000.00	\$ 8,576.15		\$ 8,576.15			PO03047
17 Monterey One Water	PWM Expansion Project Amd #6	11/15/2021	\$ 1,200,000.00	\$ 483,114.17		\$ 483,114.17			PO03042
18 Martin B. Feeney, PG, CHG	Installation of sampling pump in Paralta Test for RWQCB Permit Sampling	7/18/2022	\$ 30,000.00	\$ 29,915.69		\$ 29,915.69			PO03040
19 JEA & Associates	Legislative and Administrative Services - FY 2022-2023	7/18/2022	\$ 44,300.00	\$ 27,200.00	\$ 3,400.00	\$ 30,600.00		Current period retainer billing	PO03037
20 The Ferguson Group LLC	Contract for Legislative Services for FY 2022-2023	7/18/2022	\$ 75,500.00	\$ 54,558.32	\$ 6,055.84	\$ 60,614.16		Current period retainer billing	PO03036
21 DeVeera Inc.	IT Managed Services Contract FY 2022-2023	6/15/2020	\$ 60,480.00	\$ 45,360.00	\$ 5,040.00	\$ 50,400.00		Current period billing for IT managed services	PO03028
22 DeVeera Inc.	BDR Datto Services Contract FY 2022-2023	9/6/2019	\$ 26,352.00	\$ 17,568.00	\$ 2,196.00	\$ 19,764.00		Current period billing for IT backup services	PO03027
23 CSC	Recording Fees	7/22/2022	\$ 50,000.00	\$ 30,000.00		\$ 30,000.00			PO03010
24 Pueblo Water Resources, Inc.	ASR Operations Support	6/20/2022	\$ 75,000.00	\$ -		\$ -			PO02983
25 MBAS	ASR Water Quality FY 2022-2023	6/20/2022	\$ 40,000.00	\$ 10,140.00	\$ 720.00	\$ 10,860.00		Current period billing for ASR related water quality testing	PO02982
26 Monterey Peninsula Engineering	Install quarantine tanks at the Sleepy Hollow facility	3/21/2022	\$ 262,500.00	\$ 227,855.12		\$ 227,855.12			PO02967
27 City of Sand City	IRWM Grant Reimbursement	3/28/2022	\$ 1,084,322.50	\$ 4,598.75	\$ 153.75	\$ 4,752.50		Current period payment for IRWM related reimbursement	PO03093

				Prior Period	Current Period	Total	Expected		P.O.
Contract		Description	Date	Expended	Spending	Expended	Completion	Current Period Activity	Number
			Authorized	Contract Amount	To Date		To Date		
28	Marina Coast Water District	IRWM Grant Reimbursement	3/28/2022	\$ 83,079.00	\$ 2,255.50		\$ 2,255.50		PO02947
29	City of Seaside	IRWM Grant Reimbursement	3/28/2022	\$ 578,987.90	\$ 317,190.32	\$ 123,255.85	\$ 440,446.17	Current period IRWM Grant reimbursement	PO02948
30	Montgomery & Associates	Annual Groundwater Modeling support	11/15/2021	\$ 50,000.00	\$ 31,941.00	\$ 5,714.00	\$ 37,655.00	Current period billing for annual groundwater modeling services	PO02849
31	DUDEK	Grant administration services for the Proposition 1 IRWM Implementation	12/14/2020	\$ 114,960.00	\$ 33,348.75	\$ 1,160.00	\$ 34,508.75	Current period billing for Prop 1 IRWM grant administration services	PO02847
32	Shute, Mihaly & Weinberger LLP	Measure J LAFCO Litigation Legal Services	1/1/2022	\$ 300,000.00	\$ 276,767.70		\$ 276,767.70		PO02843
33	Reiff Manufacturing	Quarantine tanks with for the Sleepy Hollow steelhead facility	10/18/2022	\$ 48,000.00	\$ 40,350.00		\$ 40,350.00		PO02824
34	Psomas	Measure J/Rule 19.8 MPWMD Survey Services	9/20/2021	\$ 28,000.00	\$ 25,900.00		\$ 25,900.00		PO02791
35	Tetra Tech, Inc.	Engineering services Sleepy Hollow Facility Upgrade	6/21/2021	\$ 67,500.00	\$ 44,996.14		\$ 44,996.14		PO02693
36	Zim Industries, Inc.	ASR 1 Rehabilitation	2/25/2021	\$ 113,350.00	\$ 106,277.25		\$ 106,277.25		PO02650
37	Monterey One Water	PWM Deep Injection Well #4 Design/Construction	9/21/2020	\$ 4,070,000.00	\$ 1,662,829.66		\$ 1,662,829.66		PO02604
38	Goodin, MacBride, Squeri & Day, LLP	Legal Fee Related MPWSP	4/1/2021	\$ 50,000.00	\$ 29,848.31		\$ 29,848.31		PO02601
39	Local Agency Formation Commission (LAFCO) of Monterey County	Measure J/Rule 19.8 MPWMD LAFCO Application Proces	5/17/2021	\$ 232,800.00	\$ 210,584.62		\$ 210,584.62		PO02598
40	Shute, Mihaly & Weinberger LLP	Measure J CEQA Litigation Legal Services	12/23/2020	\$ 200,000.00	\$ 140,933.56		\$ 140,933.56		PO02490
41	Weston Solutions, Inc.	UXO Support Services	6/15/2020	\$ 26,378.70	\$ 6,521.66		\$ 6,521.66		PO02371
42	Denise Duffy & Assoc. Inc.	CEQA addendum for ASR Parallel Pipeline	4/20/2020	\$ 28,567.00	\$ 25,970.44		\$ 25,970.44		PO02363
43	Norton Rose Fulbright	Cal-Am Desal Structuring & Financing Order	4/20/2015	\$ 307,103.13	\$ 38,557.29		\$ 38,557.29		PO02197
44	Pueblo Water Resources, Inc.	ASR SMWTF Engineering Services During Construction	10/21/2019	\$ 148,100.00	\$ 142,709.87		\$ 142,709.87		PO02163
45	U.S. Bank Equipment Finance	Copier machine leasing - 60 months	7/15/2019	\$ 52,300.00	\$ 37,605.46	\$ 871.81	\$ 38,477.27	6/30/2024 Current period billing for photocopy machine lease	PO02108
46	Monterey One Water	Supplemental EIR Costs for PWM Expansion Project	3/18/2019	\$ 750,000.00	\$ 731,336.70		\$ 731,336.70		PO02095
47	Monterey One Water	Pre-Construction Costs for PWM Expansion Project	11/13/2017	\$ 360,000.00	\$ 312,617.94		\$ 312,617.94		PO02094
48	DUDEK	Consulting Services for Prop 1 grant proposal	4/15/2019	\$ 95,600.00	\$ 94,315.05		\$ 94,315.05		PO01986
49	Denise Duffy & Associates	Consulting Services IRWM plan update	12/17/2018	\$ 55,000.00	\$ 53,322.32		\$ 53,322.32		PO01985
50	Tetra Tech, Inc.	Engineering services Sleepy Hollow Facility Upgrade	7/16/2018	\$ 30,000.00	\$ 26,878.87		\$ 26,878.87		PO01880
51	Ecology Action of Santa Cruz	IRWM HEART Grant	4/16/2018	\$ 152,600.00	\$ 86,362.33		\$ 86,362.33		PO01824
52	Pueblo Water Resources, Inc.	ASR Backflush Basin Expansion, CM services	7/16/2018	\$ 96,034.00	\$ 68,919.39		\$ 68,919.39		PO01778
53	Mercer-Fraser Company	Sleepy Hollow Intake upgrade project	7/16/2018	\$ 2,075,000.00	\$ 2,047,318.58		\$ 2,047,318.58		PO01726
54	Colantuono, Highsmith, & Whatley, PC	MPTA Legal Matter	7/1/2018	\$ 200,000.00	\$ 150,703.10		\$ 150,703.10		PO01707

Monterey Peninsula Water Management District
Status on District Open Contracts (over \$25K)
For The Period April 2023

Contract	Description	Date Authorized	Contract Amount	Prior Period Expended To Date	Current Period Spending	Total Expended To Date	Expected Completion	Current Period Activity	P.O. Number
55	Pueblo Water Resources, Inc.	Seaside Groundwater Basin Geochemical Study	1/24/2018	\$ 68,679.00	\$ 57,168.85		\$ 57,168.85		PO01628
56	Pueblo Water Resources, Inc.	SSAP Water Quality Study	8/21/2017	\$ 94,437.70	\$ 44,318.11		\$ 44,318.11		PO01510
57	Normandeau Associates, Inc.	Assistance with IFIM Study	11/13/2017	\$ 35,000.00	\$ 31,482.50		\$ 31,482.50		PO01509
58	Balance Hydrologics, Inc	Design Work for San Carlos Restoration Project	6/19/2017	\$ 51,360.00	\$ 50,894.32		\$ 50,894.32		PO01321
59	AECOM Technical Services, Inc.	Los Padres Dam Alternatives Study	1/25/2017	\$ 794,920.00	\$ 785,389.80	\$ 9,530.20	\$ 794,920.00	Current period billing for Los Padres Dam Study	PO01268
60	Denise Duffy & Assoc. Inc.	MMRP Services for Monterey Pipeline	1/25/2017	\$ 80,000.00	\$ 73,144.06		\$ 73,144.06		PO01202
61	Goodin,MacBride,Squeri,Day,Lamprey	User Fee PUC Proceedings Legal Fee	7/1/2016	\$ 50,000.00	\$ 49,318.05		\$ 49,318.05	6/30/2023	PO01100
62	Whitson Engineers	Carmel River Thawleg Survey	9/19/2018	\$ 52,727.43	\$ 49,715.00		\$ 49,715.00		PO01076
63	HDR Engineering, Inc.	Los Padres Dam Fish Passage Study	4/18/2016	\$ 320,000.00	\$ 316,085.56		\$ 316,085.56		PO01072
64	Michael Hutnak	GS Flow Modeling for Water Resouces Planning	8/19/2013	\$ 71,800.00	\$ 65,880.00		\$ 65,880.00		PO00123
65	Justin Huntington	GS Flow Modeling for Water Resouces Planning	8/19/2013	\$ 59,480.00	\$ 53,918.98		\$ 53,918.98		PO00122

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: INFORMATIONAL ITEM

27. STATUS REPORT ON MEASURE J/RULE 19.8 PHASE III SPENDING

Meeting Date: June 12, 2023 **Budgeted:** N/A

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

Prepared By: Suresh Prasad **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023.

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

SUMMARY: Attached for review as **Exhibit 27-A**, monthly status report on Measure J/Rule 19.8 Phase II spending for the period April 2023. This status report is provided for information only, no action is required.

EXHIBIT

27-A Status on Measure J/Rule 19.8 Phase II Spending

**Monterey Peninsula Water Management District
Status on Measure J/Rule 19.8 Spending Phase III
Through April 2023**

	Contract	Date Authorized	Contract/Approved Amount	Prior Period Spending	Current Period Spending	Total Expended To Date	Spending Remaining	Project No.
1	Eminent Domain Legal Counsel	12/16/2019	\$ 175,000.00	\$ 154,903.06		\$ 154,903.06	\$ 20,096.94	PA00007-01
2	Appraisal Services	12/16/2019	\$ 160,000.00	\$ 119,130.85		\$ 119,130.85	\$ 40,869.15	PA00007-03
3	District Legal Counsel	12/16/2019	\$ 100,000.00	\$ 33,080.50		\$ 33,080.50	\$ 66,919.50	PA00007-05
4	Real Estate Appraiser	12/16/2019	\$ 80,000.00	\$ 53,309.64		\$ 53,309.64	\$ 26,690.36	PA00007-06
5	Water Rights Appraisal	12/16/2019	\$ 75,000.00	\$ 45,490.46		\$ 45,490.46	\$ 29,509.54	PA00007-10
6	Contingency/Miscellaneous	12/16/2019	\$ -	\$ -		\$ -	\$ -	PA00007-20
	Total		\$ 590,000.00	\$ 405,914.51	\$ -	\$ 405,914.51	\$ 184,085.49	

1	Measure J CEQA Litigation Legal Services	12/23/2020	\$ 200,000.00	\$ 140,303.06		\$ 140,303.06	\$ 59,696.94	PA00005-15
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1	Measure J LAFCO Litigation Legal Services	1/1/2022	\$ 250,000.00	\$ 198,126.33		\$ 198,126.33	\$ 51,873.67	PA00005-16
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**Monterey Peninsula Water Management District
Status on Measure J/Rule 19.8 Spending Phase II
Through September 2022**

	Contract	Date Authorized	Contract/Approved Amount	Prior Period Spending	Current Period Spending	Total Expended To Date	Spending Remaining	Project No.
1	Eminent Domain Legal Counsel	12/16/2019	\$ 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	12/16/2019	\$ 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	12/16/2019	\$ 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	12/16/2019	\$ 240,000.00	\$ 217,784.62		\$ 217,784.62	\$ 22,215.38	PA00005-08
8	PSOMAS	9/20/2021	\$ 28,000.00	\$ 25,308.49		\$ 25,308.49	\$ 2,691.51	PA00005-09
9	Contingency/Miscellaneous/Uncommitted	12/16/2019	\$ 289,072.00	\$ 39,298.59		\$ 39,298.59	\$ 249,773.41	PA00005-20
	Total		\$ 1,909,000.00	\$ 1,194,244.45	\$ -	\$ 1,194,244.45	\$ 714,755.55	

Phase I Costs
Status on Measure J/Rule 19.8 Spending
Through November 2019

	Contract	Date Authorized	Contract Amount	Prior Period Spending	Current Period Spending	Total Expended To Date	Spending Remaining	Project No.
1	Eminent Domain Legal Counsel	12/17/2018	\$ 100,000.00	\$ 148,802.21	\$ 12,195.95	\$ 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 Consulta	2/21/2019	\$ 355,000.00	\$ 247,690.63	\$ 39,274.54	\$ 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	\$ 33,763.61	\$ 8,133.98	\$ 41,897.59	\$ (6,897.59)	PA00002-05
6	Contingency/Miscellaneous		\$ 30,000.00	\$ 9,931.83	\$ 33,814.12	\$ 43,745.95	\$ (13,745.95)	PA00002-10
	Total		\$ 650,000.00	\$ 524,409.97	\$ 120,418.59	\$ 644,828.56	\$ 5,171.44	

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.*



Version 1 (DRAFT)

AGENDA

Regular Meeting

Board of Directors

Monterey Peninsula Water Management District

Tuesday, June 20, 2023 at 6:00 p.m. [PST]

Meeting Location: MPWMD – Main Conference Room
5 Harris Court, Building G, Monterey, CA 93940
[Hybrid: In-Person and via Zoom]

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

<https://mpwmd-net.zoom.us/j/87985665211?pwd=a2RKdHITNm9RbUJLQVNWOE5Fc3VNdz09>

Or join at: <https://zoom.us/>

Webinar ID: 879 8566 5211

Passcode: 06202023

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) and at 5 Harris Court, Bldg. G, Monterey, California on Thursday, June 15, 2023. Staff notes will be available on the District web site at <http://www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendas-calendar/> by 5:00 P.M. on Friday, June 16, 2023

CALL TO ORDER / ROLL CALL

PLEDGE OF ALLEGIANCE

Board of Directors

Mary L. Adams, Chair – Monterey County Board of Supervisors Representative
Amy Anderson, Vice Chair – Division 5
Alvin Edwards – Division 1
George Riley – Division 2
Marc Eisenhart – Division 3
Karen Paull – Division 4
Ian Oglesby – Mayoral Representative

General Manager

David J. Stoldt

Mission Statement

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.

Vision Statement

Model ethical, responsible, and responsive governance in pursuit of our mission.

Board's Goals and Objectives

Are available online at: <https://www.mpwmd.net/who-we-are/mission-vision-goals/>

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

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

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

1. Consider Adoption of Minutes of the Special and Regular Board Meeting on May 15, 2023; Special Board Meeting (Budget Workshop) on May 25, 2023 and Special Board Meeting on June 16, 2023
2. Consider Approval of Amendment No. 7 to Agreement with Regional Government Services Authority for Management and Administrative Services
3. Consider Approval of Agreement with Lynx Technologies for Geographic Information System (GIS) Services
4. Authorize Funds to Contract for Limited-Term Field Positions during FY 2023-2024
5. Authorize Renewal of Standard License Agreement with CoreLogic Information Solutions, Inc.
6. Authorize Expenditure for Software Maintenance Agreements / Purchase
7. Approve Expenditure to Corporation Service Company - Recording Fees
8. Consider Expenditure of Funds to Renew a Contract with Pueblo Water Resources, Inc. to Provide Hydrogeologic Review for Water Distribution System Permits
9. Consider Contract with Maggiora Brothers Drilling and Pueblo Water Resources to Provide Aquifer Storage and Recovery Operational Support
10. Consider Authorizing 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
11. Consider Adoption of Resolution 2023-08 Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property-Related Fees and Charges
12. Consider Adoption of Resolution 2023-09 Establishing Article XIII(B) Fiscal Year 2023-24 Appropriations Limit
13. Consider Adoption of Resolution No. 2023-10 – Amending Fees and Charges Table – Rule 60
14. Consider Adoption of Resolution 2023-11 Updating Rule 24, Table 3, Capacity Fee History
15. Consider Adoption of Treasurer's Report for April 2023
16. Consider Extension of Cooperative Agreement with the United States Geological Survey for Streamflow Gaging in Water Year 2024
17. Consider Approval of Expenditure of Funds for the “Summer Splash Water Challenge Giveaway 4” Event
18. Consider Contract for Public Outreach Services with WellmanAd for FY 2023-24
19. Consider Renewal of Contract with JEA & Associates for Legislative and Administrative Services
20. Consider Renewal of Contract with Ferguson Group for Legislative and Administrative Services
21. Consider Expenditure of Budgeted Funds for As-Needed Maintenance of the Accela Database
22. Consider Directing the General Manager to Enter into a Contract with Montgomery and Associates to Provide Groundwater Modeling Support to the District
23. Consider Approval of Expenditure of Funds by District Public Outreach Consultant for Website Update and Redesign
24. Consider Approving 5-Year Agreement with Deveera, Inc. for Information Technology Services
25. Consider Expenditure of Funds for Consultant Services (TMX) for Sleepy Hollow Steelhead Rearing Facility Monitoring and Control Systems

GENERAL MANAGER'S REPORT

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

REPORT FROM DISTRICT COUNSEL

27. Update on Pending Litigation
 28. Reportable Action from Closed Session on Monday, June 20, 2023

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

29. 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.*

30. Consider Adoption of July through September 2023 Quarterly Water Supply Strategy and Budget

[CEQA Compliance: Notice of Exemption, CEQA, Article 19, Section 15301 (Class 1)
 ESA Compliance: Consistent with the September 2001 and February 2009 Conservation Agreements between the National Marine Fisheries Service and California American Water to minimize take of listed steelhead in the Carmel River and Consistent with SWRCB WR Order Nos. 95-10, 98-04, 2002-0002, and 2016-0016.]

Recommended Action: *The Board will consider approval of a proposed production strategy for the California American Water Distribution System for the three-month period of July through September 2023. The strategy sets monthly goals for surface and groundwater production from various sources within the California American Water system.*

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

31. Review Proposed Fiscal Year 2023 – 2024 MPWMD Budget and Resolution No. 2023 – 07.

Recommended Action: *The Board will consider adopting Resolution No. 2023-07 approving the Fiscal Year (FY) 2023–24 Budget for the Monterey Peninsula Water Management District.*

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

32. Report on Activity/Progress on Contracts Over \$25,000
 33. Status Report on Measure J / Rule 19.8 Phase II Spending
 34. Letters Received and Sent
 35. Committee Reports
 36. Monthly Allocation Report
 37. Water Conservation Program Report
 38. Carmel River Fishery Report for May 2023
 39. 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			
Thursday, July 13, 2023	<i>Special</i>	10:00 a.m.	<i>Hybrid</i>
Monday, July 17, 2023	<i>Regular</i>	6:00 p.m.	<i>Hybrid</i>
Monday, August 21, 2023	<i>Regular</i>	6:00 p.m.	<i>Hybrid</i>
Monday, September 18, 2023	<i>Regular</i>	6:00 p.m.	<i>Hybrid</i>
<i>Hybrid: In-Person at the District Main Conference Room and via Zoom- Teleconferencing Means.</i>			

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 https://accessmediaproductions.org/ scroll to AMP 1 .	
Monterey County Government Channel Replays only at 9:00 a.m. on Saturdays at www.mgtvonline.com	
MPWMD YouTube Page – View live broadcast on meeting dates. Recording/Replays available five (5) days following meeting date - https://www.youtube.com/channel/UCg-2VgzLBmgV8AaSK67BBRg	

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: (1) Joel G. Pablo, Board Clerk by e-mail at joel@mpwmd.net, or at (831) 658-5652; and (2) Sara Reyes, Sr. Office Specialist by e-mail at 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. Please fill out a speaker card for each item you wish to speak on, and place in the speaker card box next to the Board Clerk.

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 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/87985665211?pwd=a2RKdHITNm9RbUJLQVNWOE5Fc3VNdz09>

Or join at: <https://zoom.us/>

Webinar ID: 879 8566 5211

Passcode: 06202023

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 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 phones 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/>

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