### **EXHIBIT 20-A**

# **AGREEMENT**

This AGREEMENT is entered into as of the date hereinafter specified by and between JEA & Associates and Monterey Peninsula Water Management District (MPWMD). WHEREAS MPWMD wishes to engage JEA & Associates to provide legislative and administrative services to MPWMD as outlined in the scope of services below.

NOW THEREFORE, the parties hereto do mutually agree to the following terms and conditions:

## **Scope of Services**

- 1. JEA & Associates would propose to undertake legislative and administrative activities as directed and/or requested by the MPWMD, using our political and general experience to accomplish established goals. Specifically, working with the MPWMD on the State Water Resources Regional Control Board's (SWRCB's) Cease and Desist Order (CDO) for the California American Water (CAW) unauthorized diversions from the Carmel River and also working with the California Housing and Community Development Department (HCD) on water for housing, and other entities on this issue.
- 2. JEA & Associates would schedule, coordinate and participate in meetings with the Governor's Administration, the California Legislature, the HCD, the SWRCB and others in addressing key issues and concerns regarding the CDO and attend public hearings of the CPUC, the SWRCB and of other agencies as requested and directed by the MPWMD.
- 3. Monitor Dept. of Water Resources (DWR) and SWRCB meetings/workshops and report to the MPWMD's staff on Commission policy and funding initiatives. Closely monitor the development of program criteria for Bond funds and assist the MPWMD staff with any project applications submitted for funding.
- 4. Recommend to MPWMD Board/staff program and project funding strategies and assist in the execution of the strategies with the DWR and SWRCB. Work with the MPWMD Board and appropriate staff in coordinating DWR and SWRCB tours of MPWMD projects and programs. Assist MPWMD in gaining legislative support for grant and funding applications before the DWR and SWRCB.
- 5. Monitor Legislature's policy and budget committee hearings on water, lobby/testify on behalf of the MPWMD on program allocation and budget earmarks as directed. Organize advocacy efforts with legislative leadership and political friends of the MPWMD to insure coordination of efforts on behalf of funding requests. Monitor and report on budget conference committee actions and advocate for budget "trailer" and/or "caboose" bill language for the MPWMD as may be required.
- 6. Recommend policy positions on specific pieces of legislation/budget items of importance/relevance to the MPWMD and advocate/lobby/testify on positions of the MPWMD before the Legislature, Governor's Office and any relevant state agency, board and commission. Provide copies of introduced or amended bills, committee analysis or reports and any relevant committee testimony on identified legislation/budget items. Obtain behind- the-scenes intelligence and vital information on legislative discussions/actions being contemplated by the Legislature, the Governor's Office or other interest groups.

- 7. Prepare and present written reports for the MPWMD as directed.
- 8. To enable JEA & Associates to carry out the prescribed scope of work, it is requested that the MPWMD provide our firm with technical assistance, expertise and information as may be necessary or required.
- 9. John Arriaga of JEA & Associates will be the principal contact from our firm and the responsible person in dealing with the MPWMD, its Board of Directors and staff as may be necessary. He will be assisted by Laurie Johnson and Erica Arriaga of the firm as may be required.

### **Fee Structure**

JEA & Associates is prepared to provide the services as outlined in this proposal for a monthly retainer of \$3,400 a month, due & payable on the first day of each month plus chargeable expenses. This amount/retainer is based on our anticipation of the workload. We would like an understanding that should its level of activity exceed 25 hours per month on a regular basis, our firm and the MPWMD will mutually discuss any adjustments to this fee schedule as it determines the actual scope of activity and volume of work found to be required to carry out the goals of the MPWMD. Chargeable expenses include travel and work-related entertainment expenses, which shall be expressly authorized by the MPWMD prior to such expenses being incurred.

This contract will be in effect July 1, 2023. Either party may terminate this Agreement, for any reason, upon not less than 30 days of prior written notice to the other party.

Signature:		
John E. Arriaga	Date	
President		
JEA & Associates		
David Stoldt	Date	
General Manager		
Monterey Peninsula Water Management District		

#### **EXHIBIT 21-A**

### The Ferguson Group



Advocacy. Consulting. Grants.

July 1, 2023

Mr. David J. Stoldt General Manager Monterey Peninsula Water Management District 5 Harris Court, Building G Monterey, CA 93940

RE: Letter of Agreement - July 1, 2023 - June 30, 2024

Dear Mr. Stoldt:

The Ferguson Group, LLC (TFG) is pleased to submit this letter of agreement to continue to provide Washington representation and consulting services to Monterey Peninsula Water Management District (MPWMD), as outlined in the TFG "Response to RFQ for Federal Legislative and Agency Lobbyist" services dated December 1, 2016, for the twelve-month period of July 1, 2023 through June 30, 2024 As described in the RFQ response, TFG will provide Washington representation services to MPWMD and perform such work as directed by MPWMD on a fixed fee basis, at the rate of \$6,000 per month. Among other things, TFG will continue to assist MPWMD in securing federal financial assistance, raising the visibility of the MPWMD projects, and securing congressional support for the activities of the MPWMD. TFG will also assist MPWMD with scheduling and preparing for advocacy meetings with the MPWMD congressional delegation, key House and Senate Committee offices and administration officials, and, perform such other tasks as directed by MPWMD.

In addition to the monthly fixed fee, MPWMD will be responsible for reimbursable expenses associated with carrying out the requested work, including long distance telephone calls, faxes, document production, overnight delivery, in-Town courier services, meals and out-of-Town travel (both pre-approved by MPWMD), and in-Town travel (taxicabs). Reimbursable expenses for the twelve-month contract period shall not exceed \$3,500, as indicated in the aforementioned RFQ response.

Either party may terminate this agreement at any time by giving the other party at least thirty (30) days prior notice, in writing, of such termination.

We greatly appreciate the opportunity to continue our work with MPWMD and look forward to a very productive year. If the terms of this letter of agreement are acceptable, please sign both originals, and return one to us at your earliest convenience.

Sincerely,

W. Roger Gwinn

CEO

#### ACKNOWLEDGED AND AGREED TO BY:

THE FERGUSON GROUP, LLC	MONTEREY PENINSULA WATER MANAGEMENT DISTRICT	
W. Mr. Gwa	<b>■</b>	
W. Roger Gwinn CEO	David J. Stoldt <u>F</u> General Manager <u>HIME</u>	
06/30/2023	a e	
Date	Date	