

This meeting has been noticed according to the Brown Act rules. This agenda was posted on Friday, June 5, 2020.



Administrative Committee

Members:

Jeanne Byrne, Chair
Alvin Edwards
Molly Evans

Alternate:

George Riley

Staff Contact:

Suresh Prasad

After staff reports have been distributed, if additional documents are produced by the District and provided to the Committee regarding any item on the agenda they will be made available on the District's website prior to the meeting. Documents distributed at the meeting will be made available upon request and posted to the District's website www.mpwmd.net within five days following the meeting.

AGENDA
**Administrative Committee
of the Monterey Peninsula Water Management District**

Tuesday, June 9, 2020, 4:00 PM

Pursuant to Governor Newsom's Executive Orders N-29-20 and N-33-20, and to do all we can to help slow the spread of COVID-19 (coronavirus), meetings of the Monterey Peninsula Water Management District Board of Directors and committees will be conducted with virtual (electronic) participation only using WebEx.

Join the meeting at:

<https://mpwmd.webex.com/mpwmd/onstage/g.php?MTID=efaaa5ad7bc75af05435e8c022d31bef3>

Or join at: mpwmd.webex.com.

Meeting number: **126 326 9946**

Meeting password: **AdCom**

Participate by phone: 877-668-4493

For detailed instructions on how to connect to the meeting, see page 4 of this agenda.

Call to Order

Comments from Public – *At this time, the public may comment on Consent Calendar Items or any item within the District's jurisdiction that is not listed on the agenda. Please limit your comments to three minutes in length.*

Action Items - *Public comment will be received on each item. Please limit your comments to three minutes in length.*

1. Consider Adoption of April 14, 2020 Administrative Committee Meeting Minutes

Consent Calendar - The Consent Calendar consists of routine items for which staff has prepared a recommendation. Adoption of the Consent Calendar indicates that the Committee has approved the staff recommendations and referred the agenda items to the full Board for consideration at the upcoming Board meeting. Consent Calendar items may be pulled for separate consideration at the request of a member of the public, or a member of the Committee. 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.

2. Consider Adoption of Resolution 2020-07 Calling an Election for Directors in Voter Divisions 3, 4 and 5 on November 3, 2020, and Approve Services Agreement with Election Department
3. Consider Authorizing the General Manager to Enter into Unexploded Ordnance Support Contractors for the Santa Margarita ASR Project
4. Recommend the Board Consider an Increase in the Budget for Appraisal Services for Measure J Phase 2 Activities

5. Consider Approval of Amendment No. 4 to Agreement with Regional Government Services Authority for Management and Administrative Services
6. Authorize Funds to Contract for District Engineer
7. Consider Expenditure for Temporary Agency Employee to Assist with Document Scanning for All District Divisions During FY 2020-2021
8. Consider Approval of Agreement with Lynx Technologies for Geographic Information System (GIS) Services
9. Authorize Funds to Contract for Limited-Term Field Positions during FY 2020-21
10. Consider Approval of Three Temporary Field Staff Positions Funded Through the Interagency Contract between MPWMD and NMFS to Provide for a Cooperative Research and Monitoring Projects
11. Consider Expenditure of Funds for CoreLogic Information Solutions, Inc.
12. Consider Approving 3-Year Agreement with DeVeera, Inc. for Information Technology Services
13. Approve Expenditure to Corporation Service Company - Recording Fees
14. Consider Expenditure to Amend Contract with Pueblo Water Resources to Provide Hydrogeologic Review for Water Distribution System Permits
15. Consider Contract with Pueblo Water Resources to Provide Aquifer Storage and Recovery Operational Support
16. Consider Renewal of Contract with JEA & Associates for Legislative and Administrative Services
17. Consider Renewal of Contract with Ferguson Group for Legislative and Administrative Services
18. Consider Authorizing Monterey Bay Analytical Services to Provide Laboratory Support for Aquifer Storage and Recovery Water Quality Monitoring
19. Consider Authoring Monterey Bay Analytical Services to Provide Laboratory Support for Watermaster Water Quality Monitoring
20. Consider Approving 3-Year Agreement with DeVeera, Inc. for Information Technology Services
21. Consider Authorization to Contract with Hayashi Wayland to conduct Annual Financial Audit for Fiscal Years Ending 2020, 2021, and 2022
22. Consider Adoption of Resolution 2020-08 Amending Fees and Charges Table – Rule 60
23. Consider Adoption of Resolution 2020-09 Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property-Related Fees and Charges
24. Consider Adoption of Resolution 2020-10 Establishing Article XIII(B) Fiscal Year 2020-21 Appropriations Limit
25. Consider Adoption of Resolution 2020-11 Update to Rule 24, Table 3, Capacity Fee History
26. Consider Adoption of Treasurer's Report for April 2020

Informational Items – *Public comment will be received on each item. Please limit your comments to three minutes in length.*

27. Report on Activity/Progress on Contracts Over \$25,000
28. Status Report on Measure J/Rule 19.8 Phase II Spending
29. Monthly Progress Report – Santa Margarita Water Treatment Facility
30. Review Draft June 15, 2020 Regular Board Meeting Agenda

Suggest Items to be Placed on Future Agendas

Adjournment

Upon request, MPWMD will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. MPWMD will also make a reasonable effort to provide translation services upon request. Submit requests by noon on June 5, 2020 to the Board Secretary, arlene@mpwmd.net or call 831-658-5652.

See next page of agenda for instructions on connecting to WebEx meeting

Instructions for Connecting to the WebEx Meeting

Note: If you have not used WebEx previously, when you begin connecting to the meeting you may be asked to download the app. If you do not have a computer, you can participate by phone only.

Begin: Within 10 minutes of the meeting start time, from your computer click on this link: <https://mpwmd.webex.com/mpwmd/onstage/g.php?MTID=efaaa5ad7bc75af05435e8c022d31bef3> or copy and paste the link into your browser, or go to: mpwmd.webex.com.

Under “Join a Meeting” enter the meeting number **126 326 9946**, hit the enter key and when prompted enter the meeting password **AdCom**, click “Next” and see the dropdown menu at the bottom of the screen “Use computer for audio” and select the method you will use to hear the meeting – see below.

1) Audio and video connection from computer with WebEx app – view participants/materials on your screen

Click on the “Use computer for audio” drop down list

Click “Join Meeting”

Once in the meeting, mute your microphone.

Turn your microphone on when it is your turn to speak.

2) View material on your computer screen and listen to audio on your phone

From the “Use computer for Audio” drop down list select “Call In”

Click on “Join Meeting” / You will see a toll-free telephone number, access code, and attendee ID # -- enter these numbers on your phone.

Mute the microphone on your computer.

Disable computer speakers using the Settings menu.

Join by phone only (no computer) dial 1-877-668-4493 and use the meeting number above.

Protocol for Meetings Conducted by Teleconference

- 1) The Chair will call the meeting to order.
- 2) Receipt of Public Comment – the Chair will ask for comments from the public on all items. Limit your comment to 3 minutes.
 - (a) Computer Audio Connection: Select the “raised hand” icon. When you are called on to speak, please identify yourself.
 - (b) Phone audio connection: Press *9. Wait for the clerk to unmute your phone and then identify yourself and provide your comment. Press *9 to end the call.
- 3) For Action and Discussion Items the Chair will receive a presentation from staff and the Directors may ask questions. Following the question and answer period, the Chair will ask for comments from the public.

Submit Oral or Written Comments

If you are unable to participate via telephone or computer to present oral comments, you may also submit your comments by e-mailing them 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". Comments must be received by 12:00 p.m. on Tuesday, June 9, 2020. Comments submitted by noon will be provided to the Board of Directors and may be read into the record and will be compiled as part of the record.

ADMINISTRATIVE COMMITTEE**1. ADOPT MINUTES OF MAY 12, 2020 COMMITTEE MEETING**

Meeting Date: June 9, 2020

From: David J. Stoldt,
General Manager

Prepared By: Sara Reyes

SUMMARY: Draft minutes of the May 12, 2020 Administrative Committee meeting are attached as **Exhibit 1-A**.

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

EXHIBIT

1-A Draft Minutes of May 12, 2020 Committee Meeting



EXHIBIT 1-A

DRAFT MINUTES Monterey Peninsula Water Management District Administrative Committee May 12, 2020

Call to Order

The meeting was called to order at 4:02 PM via WebEx.

Committee members present: Jeanne Byrne – Chair
Alvin Edwards
Molly Evans

Staff present: David Stoldt, General Manager
Suresh Prasad, Administrative Services Manager/Chief Financial Officer
Jonathan Lear, Water Resources Manager
Sara Reyes, Sr. Office Specialist

Oral Communications

None

Items on Board Agenda for May 18, 2020

On a motion by Edwards and second by Evans, the committee voted to (1) adopt Items 1, 5, 7, 8 and 9 as a single Consent Item, and (2) to approve these items as recommended by staff. The motion was approved 3 – 0 by Byrne, Edwards and Evans. Roll call vote taken. (Byrne, Edwards and Evans).

- 1. Consider Adoption of Minutes of April 14, 2020 Committee Meeting**
Approved.
- 2. Consider Adoption of Resolution No. 2020-04 Amending Fees and Charges Table – Rule 60**
On a motion by Evans and second by Edwards, the committee voted to recommend the Board adopt Resolution 2020-03. The motion was approved 3 – 0 on a roll call vote.
- 3. Consider Adoption of Treasurer's Report for February 2020**
Approved.
- 4. Receive and File Third Quarter Financial Activity Report for Fiscal Year 2019-2020**
Approved.
- 5. Consider Approval of Third Quarter Fiscal Year 2019 Investment Report**
Approved.
- 6. Consider Reallocation of Remaining HEART Grant Funding to City of Monterey's Franklin Street Stormwater Project**
On a motion by Edwards and second by Evans, the committee voted to recommend the Board approve

pursuing the Rippling River project and if funds remain after the project or if the project is denied by DWR those funds should be made available to the City of Monterey for its Franklin Street Storm Drain project. The motion was approved 3 – 0 on a roll call vote.

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

Approved.

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.

9. Monthly Progress Report – Santa Margarita Water Treatment Facility

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

Other Items

10. Review Third Quarter Legal Services Activity Report for Fiscal Year 2019-2020

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

11. Review Draft April 20, 2020 Regular Board Meeting Agenda

Staff reported a Public Hearing item will be added to discuss an Urgency Ordinance to address exterior restaurant seating in response to COVID-19 re-opening procedures. No changes were made by the committee.

12. Suggest Items to be Placed on Future Agendas

No items were presented.

Adjournment

The meeting adjourned at 4:50 PM.

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ADMINISTRATIVE COMMITTEE

2. CONSIDER ADOPTION OF RESOLUTION 2020-07 CALLING AN ELECTION FOR DIRECTORS IN VOTER DIVISIONS 3, 4 AND 5 ON NOVEMBER 3, 2020, AND APPROVE SERVICES AGREEMENT WITH ELECTION DEPARTMENT

Meeting Date: June 9, 2020 **Budgeted:** 2020-21 Budget

From: David J. Stoldt
General Manager **Program/** N/A
Line Item:

Prepared By: Arlene Tavani **Cost Estimate:** \$250,000

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 and recommended _____.

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

SUMMARY: On November 3, 2020, an election is scheduled for directors in voter divisions 3, 4 and 5. The Monterey County Elections Department requires that a resolution calling for the November 3 election be adopted by the Board of Directors and submitted no later than July 1, 2020. The proposed resolution is attached as **Exhibit 2-A**.

The Elections Department has estimated that the approximate cost to conduct the election will be between \$6 and \$8 per registered voter. The 2020-21 Budget has allotted \$200,000 to cover election costs, however, this authorization seeks \$250,000. The additional \$50,000 is to cover the increase in costs based on the actual amount billed by the Election Department. Section 10002 of the Elections Code specifies that the District shall reimburse the County Elections Department in full for the election services performed. Staff requests that the Board authorize the General Manager to enter into a service agreement with the Elections Department (**Exhibit 2-B**).

RECOMMENDATION: The Administrative Committee recommend that the Board adopt the resolution attached as **Exhibit 2-A**, calling for an election in voter divisions 3, 4 and 5 on November 3, 2020; and authorize the General Manager to enter into a service agreement with Monterey County Elections to conduct the election (**Exhibit 2-B**).

IMPACT ON STAFF/RESOURCES: The Fiscal Year 2020-21 Budget identifies \$200,000 under the Election Expenses category to cover the cost of this District election, however, the authorization is for a not-to-exceed amount of \$250,000. The budget is scheduled for adoption at the June 15, 2020 Board meeting.

EXHIBITS

2-A Draft Resolution 2020-07 Ordering an Election in Voter Divisions 3, 4 and 5 on November 3, 2020

2-B Service Agreement for the Provision of Election Services

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EXHIBIT 2-A

**DRAFT
MPWMD RESOLUTION NO 2020-07**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
ORDERING AN ELECTION IN VOTER DIVISIONS 3, 4 AND 5
REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION,
AND REQUESTING CONSOLIDATION OF THE ELECTION**

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the district shall reimburse the county in full for the services performed upon presentation of a bill to the district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the County Board of Supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation.

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 3, 2020; and

WHEREAS, the Board of Directors for the Monterey Peninsula Water Management District

(Water Management District) desires to call an election in Water Management District voter divisions 3, 4 and 5; and

WHEREAS, seats in divisions 3, 4 and 5 are for the full four-year terms, each; and

WHEREAS pursuant to Election Code Section 10515 should only one person file for candidacy in voter divisions 3, 4 or 5, the county elections official shall cancel the election in the affected division, and the Board of Supervisors of the County of Monterey shall appoint that candidate to fill the vacancy. Should no person file for candidacy in voter divisions 3, 4 or 5, the county elections official shall cancel the election in the affected division, and the Board of Supervisors of the County of Monterey shall appoint the candidate to fill the vacancy; and

WHEREAS pursuant to Elections Code Section 13307 Division 13, and as directed by the Water Management District Board of Directors on June 15, 2020, each candidate's Statement of Qualifications shall be limited to 400 words. Each candidate shall be responsible for paying the cost of publishing his or her Statement of Qualifications in the Voter's Information Pamphlet at the time of the filing of the statement; and

WHEREAS pursuant to Elections Code Section 10551, if a tie vote makes it impossible to determine which of two or more candidates has been elected, the county elections official shall notify the Water Management District Board of Directors, who shall forthwith notify the candidates who have received the tie votes to appear before it either personally or by representative at a time and place designated. The Water Management District Board of Directors shall, at that time and place, determine the tie by lot and declare the results.

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the Monterey Peninsula Water Management District hereby orders an election be called and consolidated with any and all elections also called to be held on **November 3, 2020** insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Water Management District, and requests the Board of Supervisors of the County of Monterey to order such consolidation under Elections Code Section 10401 and 10403.

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Elections Code Section 10002 said governing body hereby requests the Board of Supervisors of the County of Monterey to permit the Monterey County Elections Department to provide any and all services necessary for conducting an election and agrees to pay for said services in full, and

BE IT FURTHER RESOLVED AND ORDERED that the Monterey County Elections Department conduct the election for the purpose of electing **three (3)** Members to this Governing Board on the **November 3, 2020** ballot:

SEATS OPEN	OFFICE	TERM	DIVISION
1	Director	4 years	3
1	Director	4 years	4
1	Director	4 years	5

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Elections Code Section 13307 Division 13, and as directed by the Water Management District Board of Directors on June 15, 2020, each candidate's Statement of Qualifications shall be limited to 400 words. Each candidate shall be responsible for paying the cost of publishing his or her Statement of Qualifications in the Voter's Information Pamphlet at the time of the filing of the statement; and

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Election Code Section 10515 should only one person file for candidacy in voter divisions 3, 4 or 5, the county elections official shall cancel the election in the affected division, and the Board of Supervisors of the County of Monterey shall appoint that candidate to fill the vacancy. Should no person file for candidacy in voter divisions 3, 4 or 5, the county elections official shall cancel the election in the affected division, and the Board of Supervisors of the County of Monterey shall appoint the candidate to fill the vacancy; and

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Elections Code Section 10551, if a tie vote makes it impossible to determine which of two or more candidates has been elected, the county elections official shall notify the Water Management District Board of Directors, who shall forthwith notify the candidates who have received the tie votes to appear before it either personally or by representative at a time and place designated. The Water Management District Board of Directors shall, at that time and place, determine the tie by lot and declare the results.

On a motion of Director _____ and second by Director _____ the foregoing resolution is duly adopted this 15th day of June 2020 by the following votes:

AYES:

NOES:

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 15th day of June 2020.

Witness my hand and seal of the Board of Directors this ____ day of ___, 2020.

David J. Stoldt, Secretary to the Board

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SERVICE AGREEMENT FOR THE PROVISION OF ELECTION
SERVICES BETWEEN MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND
MONTEREY COUNTY REGISTRAR OF VOTERS

NOVEMBER 3, 2020

This Agreement, entered into this ____ day of _____ 2020, by and between
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT and Monterey County Registrar
of Voters (hereinafter referred to as Registrar of Voters);

WHEREAS, it is necessary and desirable that the Registrar of Voters be retained for the
purpose of conducting an election hereinafter described for the MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT (hereinafter referred to as the District);

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE DISTRICT:

- 1) No later than the 88th day prior to the election the District shall submit a board approved resolution which requests the Registrar of Voters for Monterey County to conduct an election for the District on NOVEMBER 3, 2020, and requesting election related services of the Registrar of Voters.
- 2) The District shall submit to the Registrar of Voters in writing the exact number of offices to be voted on and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10225, 10229, and 10407 are applicable.
- 3) The District shall prepare and deliver to the Registrar of Voters the Voter Guide information containing, as applicable, the ballot measure and tax rate statements. The last day for the submission of primary arguments (300 words) and impartial analysis shall be no later than AUGUST 13, 2020. The last day for the submission of rebuttal arguments (250 words) is AUGUST 20, 2020.

- 4) The District shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for candidates and measures.

SERVICES TO BE PERFORMED BY REGISTRAR OF VOTERS:

- 1) The Registrar of Voters shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the District offices to be voted on, and/or the Notice to File Arguments for or against any measure.
- 2) The Registrar of Voters shall select and contract with the sample and official ballot printer(s) on behalf of the District.
- 3) The Registrar of Voters shall prepare and deliver to the printer the official ballot information.
- 4) The Registrar of Voters shall issue, receive and process all ballots on behalf of the District matters.
- 5) The Registrar of Voters shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.
- 6) The Registrar of Voters shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the District regarding the District matters.
- 7) The Registrar of Voters shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the District's Election Official other than those described under "Services to be Performed by the District".

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on NOVEMBER 3, 2020.

The parties will use best efforts to perform services herein. However, in the event the Registrar of Voters is unable to perform services required under this Agreement that are beyond his control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Registrar of Voters will be relieved of all obligations under this Agreement. The Registrar will provide reasonable notice, if practical, of any conditions beyond his control, including notice at least 60 days prior to NOVEMBER 3, 2020 of vendor conditions affecting the election services. In the event a vendor does not perform, the Registrar will attempt to obtain substitute services.

CONSIDERATION:

In consideration of the performance of services and supplies provided by the Registrar of Voters, the District shall pay to the Registrar of Voters a sum equal to the actual cost of such services, expenses, and supplies related to the work performed on behalf of District. In the event that this Agreement is terminated prematurely, the District shall pay to the Registrar a sum equal to the actual cost of such services performed or supplies/expenses incurred as of the effective date of the termination.

The District shall make payment within 30 days of receipt of invoice from Registrar of Voters.

DISTRICT:

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY:

Signature: _____ Date: _____

Print Name: _____

Title: _____

ADMINISTRATIVE COMMITTEE

3. CONSIDER AUTHORIZING THE GENERAL MANAGER TO ENTER INTO UNEXPLODED ORDNANCE SUPPORT CONTRACTS FOR THE SANTA MARGARITA ASR PROJECT

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt General Manager	Program/ Line Item:	Water Supply Projects 35-04-786004
Prepared By:	Maureen Hamilton	Cost Estimate:	\$46,937.28

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 and recommended _____.

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

SUMMARY: Staff was verbally informed that upon Fort Ord Reuse Authority (FORA) June 30, 2020 dissolution, ground disturbing activities will be prohibited at the Santa Margarita ASR site until a contract is in place to provide unexploded ordnance (UXO) construction support. The Santa Margarita ASR construction project (Project) is expected to continue ground disturbing activities into July 2020.

Staff proposes to enter into contracts to provide unexploded ordnance (UXO) support services for the Project.

RECOMMENDATION: Staff requests that the Committee recommend authorizing the General Manager to enter into UXO support contracts in support of the Project on a time and materials basis in an amount not-to-exceed (NTE) \$46,937.28.

BACKGROUND: The Santa Margarita ASR site is located on FORA owned Environmental Services Cooperative Agreement (ESCA) property near the southeast corner of General Jim Moore Boulevard and Eucalyptus Road in the City of Seaside. MPWMD is required to fund all ESCA technical and UXO support costs for construction activities. FORA required that any party conducting land-disturbing activity on FORA property enter into a Reimbursement Agreement (RA) with FORA to supply ESCA and UXO support services including UXO construction support.

ESCA and UXO support includes ensuring intrusive activities are coordinated in advance with UXO-qualified personnel providing support; encountered munitions and suspect munitions are visually evaluated to determine whether they are or may be Munitions and Explosives of Concern (MEC), munitions debris (MD), or non-munitions debris (e.g., metal scrap); such munitions or debris that poses an explosive hazard are reported and managed properly; and other reporting. Most services are supplied by FORA subcontractors.

On April 9, 2014, the Board approved a RA with FORA for pre-construction support costs for the Project in the amount of \$24,000. On July 16, 2018 the Board authorized the General Manager to amend the FORA services agreement to provide UXO construction support services for the Project construction by the NTE amount \$55,215. As of May 31, 2020, there is \$46,937.28 remaining of the July 2018 \$55,215 authorization.

Staff was verbally informed that FORA will dissolve on June 30, 2020 and that ground disturbing activities will be prohibited at the Santa Margarita ASR site until a contract is in place to provide UXO construction support. Due to this recent information and in-progress construction, staff is working with FORA subcontractors to negotiate an agreement for existing construction support on a time and materials basis.

The Project obtained a Digging and Excavating on the Former Fort Ord permit (grading permit) from the City of Seaside. After reviewing permit conditions, construction may continue with evidence of a UXO support contract.

EXHIBIT

None

ADMINISTRATIVE COMMITTEE

4. RECOMMEND THE BOARD CONSIDER AN INCREASE IN THE BUDGET FOR APPRAISAL SERVICES FOR MEASURE J PHASE 2 ACTIVITIES

Meeting Date:	June 9, 2020	Budgeted:	N/A
From:	David J. Stoldt General Manager	Program/ Line Item No.:	N/A
Prepared By:	David J. Stoldt	Cost Estimate:	\$126,000 w/contingency

General Counsel Approval: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9 and recommended _____.

CEQA Compliance: Not a project under CEQA.

SUMMARY: At the November 18, 2019 Board meeting additional areas of consulting work were identified that would help best position the Board to vote on a Resolution of Public Necessity sometime in 2020. Such activities, which are presently ongoing include: Formal Appraisal and Rate Study, Findings and Other Legal Work, Operations Plan, and CEQA Work.

At its December 16, 2019 meeting the Board approved an overall budget for the scope of services totaling \$1,241,000. At this time, the District has received a proposal for MAI real estate appraisal services to work jointly with Raftelis, the consultants performing the formal valuation. However, the overall approved budget would not be exceeded (see BACKGROUND, below.)

The appraiser, Chris Carneghi MAI, has estimated the budget to be up to \$120,000 because of the large number of properties and the overall complexity. Mr. Carneghi has done this type of highly specialized work before and has experience providing expert testimony in eminent domain legal cases. His proposal is attached as **Exhibit 4-A** with sensitive information related to real property negotiation removed.

RECOMMENDATION: Administrative Committee should consider a recommendation to the Board to increase the budget for appraisal services for Measure J phase 2 activities to \$120,000 and set aside an additional 5% contingency.

BACKGROUND: The overall budget approved by the Board in December 2019 is shown in the table at the top of the next page. The CEQA consultant fee proposal came in far less than budgeted, therefore this proposed change to the MAI Appraiser allows the overall budget to remain \$246,650 less than the overall approved budget.

Budget Summary

Item	Consultant	Approved Budget	Current Budget
Appraisal & Rate Study	Raftelis MAI Appraiser	\$200,000 \$35,000	\$200,000 \$120,000
Findings & Other Legal	Rutan & Tucker	\$225,000	\$225,000
Operations Plan	Close & Associates Jacobs Engineering	\$145,000 \$87,000	\$145,000 \$87,000
CEQA Work	Rincon Consultants	\$450,000	\$130,000
Other		\$40,000	\$40,000
Contingency (5%)		\$59,000	\$47,350
TOTAL		\$1,241,000	\$994,350

EXHIBIT

4-A Proposal of Chris Carneghi MAI

CHRIS CARNEGHI, MAI
COMMERCIAL REAL ESTATE APPRAISAL AND CONSULTING

June 1, 2020

Mr. David C. Laredo
Delay & Laredo
606 Forest Avenue
Pacific Grove, CA 93950

dave@laredolaw.net
831-646-1502

Dear Mr. Laredo:

This letter is a proposal for Chris Carneghi, MAI to provide you and your client, Monterey Peninsula Water Management District, with consulting, appraisal and possible expert witness testimony concerning the possible acquisition/condemnation of 110 parcels of land associated with the California American Water Monterey District (Cal-Am Water System). The specific parcels to be appraised are shown on the attached 3-page table and associated map which I was provided. The Monterey Peninsula Water Management District (MPWMD) is reportedly considering the acquisition by condemnation of this land from the privately owned Cal-Am Water Company.

We would appraise the fair market value of the land/real estate only, at its highest and best use, consistent with the rules of real estate valuation applicable to eminent domain proceedings in California. We would not value timber, equipment (tanks, pumps, pipes etc.) associated with the water system, business or goodwill. Our appraisal would address the as is fee simple fair market value of the real estate interest in the property to be acquired as of the date of inspection or condemnation (typically the date of deposit), whichever occurs first.

It is agreed that our consulting and/or appraisal work would be used for assisting MPWMD in making an offer to purchase the property and in possible litigation relating to the condemnation of the property. The format of our appraisal report will be a valuation statement as required by the California CCP. The report will be prepared for Delay & Laredo and MPWMD in connection with this proposed condemnation and the report should not be used or relied upon by any other parties for any reason.

In order to expedite our appraisal assignment, we will need a preliminary title report for each of the properties. To the extent a title report is not available at the time of the appraisal we will value the fee simple interest with a limiting condition assuming there are no easements or encumbrances that would affect the market value. However, you indicated there may be a conservation easement on the watershed land and to the extent such an easement exists we will need to be provided this information. We will also require any other material you have that would assist us in analyzing the property. Your cooperation in providing us this information is required in order for us to complete our work in a timely manner.

For inspection of the subject properties it is typically a requirement that the property owner be offered the opportunity to accompany the appraisers on an inspection. To the extent that access to the property is not made available we will inspect from the public street and note this as a limitation of the appraisal in the report. Given social distancing requirements we will not be doing interior inspections of any buildings at the current time.

It will take approximately 90 days from receipt of notice to proceed in order to complete the appraisal report. You will receive our complete appraisal in a valuation statement format as a PDF document via email. It is your responsibility to read the report and to inform the appraiser of any errors or omissions of which you are aware, prior to utilizing the report or making it available to any third party. The assignment will be done in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

The fee for this work will be billed and payable on a time and expense basis including any travel; my billing rate is \$450 per hour. I will be working with Bradley Carneghi, MAI from Carneghi-Nakasako and Associates whose rate is \$375 per hour. Should the assignment extend beyond the end of the 2021 calendar year the fee structure shall be in accordance with our then reasonably prevailing hourly rates. Although this is not intended as a floor or ceiling and we will only bill for the time spent, I would expect our fees could be in the range of \$100,000 to \$120,000 before the start of trial preparation/testimony. A retainer and a signed letter of authorization is required in order to begin work on an assignment.

For further information on my qualifications to do this work please visit www.carneghi.com. If this proposal is acceptable to you, please sign one copy of this letter and return it to me with a check in the amount of \$30,000. Alternatively, you can do an electronic ACH funds transfer per the attached instructions. Your signature serves as the authorization to proceed and guarantees payment of the fees billed and payable on a monthly basis. Accounts are due in full Net 30 days. If payment is not received within 30 days, the unpaid balance will be subject to a finance charge of 1.0% per month. If there should be a dispute concerning payment of our fees in this matter, this contract will be interpreted according to the Laws of the State of California and the prevailing party will also be entitled to attorney fees and collection costs. The parties agree that the limitation of liability for Chris Carneghi, MAI shall be the total amount Client has paid or owes to Chris Carneghi, MAI for any claim arising from the performance of services under this Engagement Letter. If you have any questions concerning this proposal, please contact me. We look forward to working with you on this assignment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Carneghi".

Chris Carneghi, MAI
Certified General Real Estate Appraiser
State of California No. AG001685

Mr. David C. Laredo

3

21
June 1, 2020

c Mr. David J. Stoldt
General Manager
Monterey Peninsula Water Management District
5 Harris Court – Bldg. G
Monterey, CA 93940
Office: 831.658.5651
Cell: 508-954-8414
dstoldt@mpwmd.net

Enclosures

Accepted By: _____ Date: _____

Print Name: _____ Title: _____

Company: _____

E-mail/Phone: _____

**CHRIS CARNEGHI, MAI
COMMERCIAL REAL ESTATE APPRAISAL**

**ACH TRANSFER INSTRUCTIONS
(AUTOMATIC CLEARING HOUSE)**

Clients may electronically transfer money to:

Redacted 6/10/20

To help properly apply the funds, the following information should be referenced on the ACH transfer:

Invoice Number or Name or Address of the Real Estate

**1602 The Alameda, Suite 103, San Jose, CA 95126 408-535-0900 Ext. 113:
chris@carneghi.com**

QUALIFICATIONS OF CHRIS L. CARNEGHI, MAI
California Certified General Real Estate Appraiser No. AG001685

Chris Carneghi is a commercial real estate appraiser with more than 30-years' experience in the San Francisco Bay Area and Silicon Valley. He is a Member of the Appraisal Institute (MAI), is licensed as a California Certified General Real Estate appraiser and sits on the County of Santa Clara Assessment Appeals Board I.

His areas of expertise include:

- Ground leases
- Assessment appeals
- Condemnations
- Arbitrations
- Expert witness valuation testimony

Mr. Carneghi frequently provides litigation support and has provided testimony as an expert witness in court and in private arbitration proceedings. He has often acted as either a neutral or party arbitrator in resolving matters of real estate values, rents and related issues. He has been qualified as a real estate appraisal expert and provided testimony in all Bay Area California Superior Courts and in Federal United States Bankruptcy Court. He has been qualified as a real estate expert and testified in Federal Tax Court, in California Public Utilities Commission (PUC) hearings and in hearings conducted at the American Arbitration Association (AAA) and Judicial Arbitration and Mediation Service (JAMS) in various locations. He has also testified in Hawaii concerning ground lease issues.

EXPERIENCE

Mr. Carneghi is an expert commercial real estate appraiser, arbitrator and consultant in the fields of real estate and urban economics. He has conducted numerous real estate appraisals of commercial properties including office buildings, research and development (R&D) buildings, industrial facilities, retail stores and shopping centers, hotels, apartments, condominiums and vacant land. Mr. Carneghi's real estate appraisal expertise is focused on urban/suburban buildings, development projects and land. He has extensive experience in appraising real estate for condemnations, rental and other appraisal arbitration matters, property tax assessment appeals, real estate loans, assessment districts, community facilities districts and similar public finance bond financing. Analysis and valuation of leasehold, leased fee and other real estate interests are standard areas of practice. Mr. Carneghi holds the MAI designation from the Appraisal Institute and is licensed as a California Certified General Real Estate appraiser.

After graduating with academic distinction from the University of California at Berkeley, he worked for several years with Paul Fullerton, MAI, on real estate market research with emphasis on downtown rejuvenation studies. He then spent two years with Kaiser-Aetna, a national real estate development partnership, managing market research and financial analysis for their special projects office. Following that he was the project economist for the City of San Jose Economic Development and Redevelopment Program. In 1977, Mr. Carneghi established the firm of Urban Economics Corporation, a real estate consulting firm. In 1979, he merged Urban Economics with the firm of Fullerton-Mills, a real estate appraisal firm established in 1972. The merger resulted in Mills-Carneghi, Inc., later renamed Carneghi and Partners, Inc.

QUALIFICATIONS OF CHRIS L. CARNEGHI, MAI
California Certified General Real Estate Appraiser No. AG001685

Other related experience includes teaching, speaking and publications on various facets of real estate appraisal, arbitration and market research which are listed below.

PROFESSIONAL AFFILIATIONS & STATE CERTIFICATION

MAI Designation: (No. 6566) Appraisal Institute
Chairman Admissions Committee: AIREA Chapter 11, 1987
State of California Certified General Real Estate Appraiser No. AG001685

EDUCATION

Bachelor's Degree: Urban Studies, University of California at Berkeley
Master's Degree: Business Administration, San Jose State University

SPEAKING

Topic: Different Rules for Different Courts: Appraisers in a Legal Setting
Location: 2018 Annual Fall Conference No. CA Chapter Appraisal Institute

Topic: Legal Pitfalls in Arbitration; Lambert v. Carneghi
Location: No. CA Chapter Appraisal Institute, Spring Litigation Conference, Woodside, 2011

Topic: Real Estate Appraisal Principals and Concepts
Location: City of San Jose, Office of Economic Development, 2011

Topic: Real Estate Appraisal Principals and Concepts
Location: City of San Jose, Real Estate Services and Asset Management Division, 2010

Topic: The Bankruptcy Process: Appraiser / Attorney Interaction
Location: No. CA Chapter Appraisal Institute, Spring Litigation Conference, Woodside, 2010

Topic: Property Tax Assessment Appeal & Procedures
Location: No. CA Chapter Appraisal Institute, Spring Litigation Conference, Woodside, 2009

Topic: Appraisal Arbitration Workshop
Location: No. CA Chapter Appraisal Institute, CE Workshop, Pleasanton, 2005

Topic: Qualifying Appraisal Clients, Engaging Assignments, and Product Pricing
Location: No. CA Chapter Appraisal Institute, Fall Conference, San Francisco, 2004

Topic: Exchange and Deposition - Litigation Process Involving a RE Appraiser Expert
Location: No. CA Chapter Appraisal Institute, Fall Conference, San Francisco, 2003

Topic: Issue of Specific Defendant Compensation for an Unrecorded Public Interest in a
Condemned Parcel of Land

QUALIFICATIONS OF CHRIS L. CARNEGHI, MAI
California Certified General Real Estate Appraiser No. AG001685

Location: Case Studies in Eminent Domain Seminar; Northern California Chapter of Appraisal Institute, Oakland, 2003

Topic: Rent Arbitration in Volatile Market Conditions

Location: San Francisco Real Estate Roundtable, 2002

Topic: Demolition and Toxic Contamination Problems in Real Estate Appraising

Location: Santa Clara County Assessor's Training Conference, 2002

Topic: Appraisal Crossfire: Controversies in the Profession

Location: Appraisal Institute San Francisco Bay Area Fall Conference, 1997

Topic: Reviewing the Reviewer in Real Estate Appraisal

Location: Appraisal Institute San Francisco Bay Area Fall Conference, 1993

Topic: Property Acquisition Workshop - Nonprofit Housing

Location: San Francisco Redevelopment Agency, 1993

Topic: Americans with Disabilities Act (ADA) & Unreinforced Masonry Buildings (UMB)

Location: Appraisal Institute San Francisco Bay Area Fall Conference, 1992

Topic: Private Real Estate and Public Planning

Location: San Jose State University, Urban Planning 143 & 275F, 1992

Topic: Real Estate Appraising in a Changing Market

Location: Peat Marwick Real Estate Study Group, April 1989, 1984 and 1985

Topic: Capitalization of 1st Yr. Income in a Market Involving Rent Concessions

Location: AIREA Chapter 11 Meeting, 1989

Topic: Appraised Values - Downtown Area

Location: City of San Jose Real Estate/Relocation/Appraisal Division, 1988

Topic: Rent Concessions in the Appraisal Process

Location: AIREA Chapter 11 Meeting, 1987

Topic: Appraising: Where Are We?

Location: AIREA Chapter 11 Meeting, 1985

Topic: Development Approach to Industrial Land Valuation in an Inflationary Period

Location: Society of Industrial Realtors Appraisal Committee, San Francisco, 1982

Topic: Market-Feasibility Studies for Mortgage Revenue Bond Programs

Location: Dean Witter Reynolds Seminar, St. Francis Hotel, San Francisco, 1981

Topic: Feasibility Studies in Real Estate Valuation

QUALIFICATIONS OF CHRIS L. CARNEGHI, MAI
California Certified General Real Estate Appraiser No. AG001685

Location: Valley Seminar sponsored by Sierra Chapter SREA, Modesto Jr College, 1981

Topic: Economic Feasibility of Downtown Office Buildings

Location: Building Owners and Managers Association Northwest Regional Conference,
Spokane, Washington, 1979

TEACHING

Course: Real Estate Appraisal (RE 302), Instructor

Location: Golden Gate University, San Francisco, Spring 1989

Course: Topics in Real Estate (BA 296), Guest Lecturer

Location: University of California at Berkeley, Spring 1988

Course: Real Estate and Urban Planning (URB P 196H), Instructor

Location: San Jose State University, Spring 1981

Course: Real Estate Appraisal Problems (BUS 104), Instructor

Location: San Jose State University, Fall 1980, Spring 1981

PUBLICATIONS

Article: Appraisal Arbitration: The Role of the Real Estate Appraiser in Resolving Value
Disputes

Publication: The Appraisal Journal, April 1999

Article: Determining Ground-Lease Rental Rates

Publication: The Appraisal Journal, April 1994

Article: Real Estate Appraising Under R41c

Publication: San Jose Business Journal, March 1987

Article: Specialty Shopping Centers: Factors of Success and Failure

Publication: The Appraisal Journal, October 1981

Article: San Jose Office Market

Publication: Western Real Estate News, 1976

QUALIFICATIONS OF BRAD CARNEGHI, MAI
California Certified General Real Estate Appraiser No. AG044571

Brad Carneghi is a commercial real estate appraiser and principal of Carneghi-Nakasako & Associates. For the past decade, Mr. Carneghi has been providing real estate appraisal and consulting services in the broader San Francisco Bay Area including Santa Clara County/Silicon Valley, San Mateo, Alameda, Santa Cruz, Monterey, and San Benito Counties.

Mr. Carneghi has a range of experience in the analysis and appraisal of both commercial and residential real estate. He has appraised a wide range of property types including: industrial and warehouse facilities; retail strip and shopping centers; multi-family and single family developments; hotels/motels; office buildings of all classes and size; apartment complexes; vacant land; ground leased properties; and a diverse selection of special use properties.

Mr. Carneghi holds the prestigious MAI designation awarded by the Appraisal Institute which has long been recognized by courts of law, government agencies, financial institutions, and investors as a mark of excellence in the field of real estate valuation and analysis.

EXPERIENCE

May 2016 to Present	Principal, Carneghi-Nakasako & Associates, a successor firm to Carneghi and Partners, Inc. Provides appraisal and consulting services in real estate and urban economics throughout the Bay Area, with an emphasis on Silicon Valley and surrounding markets.
September 2007 to April 2016	Project Manager, Carneghi and Partners, Inc. Clients included financial institutions, government agencies, law firms, development companies and individuals.

PROFESSIONAL AFFILIATION

California Certified General Real Estate Appraiser No. AG044571
Appraisal Institute- MAI Designation: No. 513302

EDUCATION

University of California, Santa Cruz - Bachelor of Arts - Degree in Anthropology- 2006

Mr. Carneghi has successfully completed all general and advanced appraisal courses offered by the Appraisal Institute as a requirement of designated membership. Appraisal courses completed by Mr. Carneghi covered a wide range of topics in the appraisal of both residential and commercial real estate including: ethical and legal real estate appraisal compliance standards (USPAP); effective market research procedures; land valuation; accurate construction cost estimation; income analysis and valuation; real estate sales comparison methods; and detailed report writing.

Mr. Carneghi most recently completed the 7-Hour 2018/2019 USPAP update in early-2018.

ADMINISTRATIVE COMMITTEE

5. CONSIDER APPROVAL OF AMENDMENT NO. 4 TO AGREEMENT WITH REGIONAL GOVERNMENT SERVICES AUTHORITY FOR MANAGEMENT AND ADMINISTRATIVE SERVICES

Meeting Date: June 9, 2020

Budgeted: Yes

From: David J. Stoldt,
General Manager

**Program/
Line Item No. : Professional Fees**

Prepared By: Suresh Prasad

Cost Estimate: \$70,000

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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 into 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 Amendment No. 1 RGS. The Agreement was for a period of twelve months that ended on June 30, 2018.

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

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

Based on current experience for the past three years, staff recommends extending the services of RGS for 12 months for a not-to-exceed price of \$70,000. This amendment will be from July 1, 2020 to June 30, 2021, attached as **Exhibit 5-A**.

RECOMMENDATION: District staff recommends authorizing the General Manager or the Administrative Services Manager/CFO to execute Amendment No. 4 to existing Agreement with RGS to provide management and administrative services for an amount not to exceed \$70,000. The approval of this item is contingent upon the adoption of FY 2020-2021 budget by the Board.

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.

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, 2019. 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

5-A Amendment No. 4 to Agreement for Management and Administrative Services



**REGIONAL
GOVERNMENT
SERVICES**

SERVING PUBLIC AGENCIES SINCE 2002

**AMENDMENT NO. 4 TO MANAGEMENT AND ADMINISTRATIVE
SERVICES AGREEMENT**

This fourth amendment to the Management and Administrative Services Agreement between the **MONTEREY PENINSULA WATER MANAGEMENT DISTRICT** ("Agency") and Regional Government Services Authority, hereinafter called "RGS" is made and entered into this 1st day of July, 2020.

RECITALS

The Agency and RGS entered into an Agreement for services dated December 20, 2016. This Amendment is entered into with reference to the following facts and circumstances:

- A. Agency desires to amend the provisions of the Management and Administrative Services Agreement to extend the Human Resources Services.
- B. RGS is desirous of these changes as well.

Based upon the forgoing recitals, Agency and RGS agree to the terms of continued services set forth in Exhibit A.

- C. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT

Suresh Prasad

Dated: _____

RGS

Richard H. Averett, Executive Director

RGS provides quality, innovative, cost-effective services exclusively to public agencies.

Main 650.587.7300 Fax 650.587.7311 P.O. Box 1350 Carmel Valley, CA 93924

www.rgs.ca.gov

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
Amendment #4**

EXHIBIT A

Scope of Services

Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign RGS employee(s) to serve as the Human Resources Advisor(s) to the Monterey Peninsula Water Management District (District), which may require performing any or all of the functions described below:

- 2.1. Research best practices and draft human resources administrative policies, procedures, forms and templates to develop an effective and compliant system of human resources management practices and personnel transactions.
- 2.2. Identify key cultural perspectives within workgroups in order to provide effective communications to managers, supervisors, employees, and labor groups.
- 2.3. Confer with staff and employee representatives as requested to obtain input and/or feedback regarding policy and procedure recommendations; or to obtain information relevant to the resolution of personnel issues.
- 2.4. Create policy implementation plans and timelines, including identification of roles/activities to be carried out by the District's managers and supervisors.
- 2.5. Coach or train managers and supervisors on policies and implementation, prepare educational and informational and procedural documents, and participate in implementation meetings as needed.
- 2.6. Coach supervisors as needed in team building, conflict resolution, and other collaborative workplace skills.
- 2.7. Draft required management communications to employees and labor organizations and facilitate compliance with legal obligations as well as effective relationship building.
- 2.8. Draft specific documentation relevant to resolving a range of personnel issues; coach supervisors on conducting sensitive personnel conversations.
- 2.9. Design and coordinate payroll and benefits workflows with finance and departmental staff to ensure effective transactional operations; may process such transactions as needed.
- 2.10. Develop and conduct managerial, supervisory, or employee training courses.
- 2.11. Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
- 2.12. Conduct recruitments as requested, and design selection processes and instruments to be used.
- 2.13. Draft or update individual job classification descriptions on an as-needed basis, and make preliminary compensation recommendations.
- 2.14. Monitor and manage medical leaves of absence, modified returns-to-work, and other illness/injury/disability issues as needed from initial injury through return to work or separation from employment; ensuring correct communications to all parties, and creating appropriate documentation.
- 2.15. Assist in preparation for labor negotiations, compiling data, recommending language revisions, and identifying administrative or operational options.
- 2.16. Conduct research and prepare essential functions information as needed

3. RGS Advisor(s) will:
 - 3.1. Perform the functions as assigned by the RGS lead advisor.
 - 3.2. Be reasonably available to perform the services during the normal work week.
 - 3.3. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate agency project manager and with the RGS lead advisor.
 - 3.4. Perform other duties as are consistent with the services described herein and approved by the RGS lead advisor.
4. Projects and activities may be modified on request of the District. District will only be invoiced for the actual hours worked.
 - 4.1. The hourly bill rate does not include mark-up for direct external costs which will be invoiced to the District at cost.
 - 4.2. Except for regular office hours, travel time to/from the District will be billed at Advisor's hourly rate. In addition, costs related to travel such as airfare, overnight accommodations, car rentals, and other incidentals will be billed at actual cost.
5. These services will begin immediately upon authorization of a contract for services.

The extension of services will be effective starting July 1, 2020 and this agreement is anticipated to remain in force through June 30, 2021, unless extended by mutual consent of both parties.

Hourly rates and "Not-to-Exceed" (NTE) schedule are amended as follows:

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$135 to \$220
Deputy Chief Operating Officer	\$130 to \$195
Senior/Lead Advisor	\$125 to \$190
Advisor	\$115 to \$160
Project Advisor	\$105 to \$125
Project Coordinator	\$85 to \$120
Technical Specialist	\$75 to \$115

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup.

The cost of services for the period July 1, 2020 – June 30, 2021 is estimated to not exceed (NTE) seventy thousand dollars (\$70,000).

ADMINISTRATIVE COMMITTEE

6. AUTHORIZE FUNDS TO CONTRACT FOR DISTRICT ENGINEER

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	
Prepared By:	Suresh Prasad	Cost Estimate:	Up to \$85,000

General Counsel Approval: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 and recommended _____.

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

SUMMARY: Planning and Engineering Manager/District Engineer, Larry Hampson, retired on May 31, 2019. Some of his duties were transferred to existing District staff. However, there is a need for his specialized skills and knowledge of District projects, such as the Sleepy Hollow Intake Facility Project. He will provide assessment and oversight on District projects. Mr. Hampson's unique experience and historical knowledge, after 28 years with the District, make him the only individual who can carry out these functions. The District is also required to have a registered Professional Engineer on staff and Mr. Hampson is a registered Professional Engineer.

It would greatly benefit the District to offer a limited-term, part-time contract as a retired annuitant to Mr. Hampson. The contract would be for Mr. Hampson to act as a District Engineer at his former hourly rate of \$78.03, for up to 960 hours from July 1, 2020 through June 30, 2021. He would not receive any benefits, other than those mandated by state and federal law.

RECOMMENDATION: Authorize the expenditure of funds to hire retired annuitant for up to 960 hours of work from July 1, 2020 through June 30, 2021. Approval of this item will be contingent upon final adoption of the FY 2020-2021 budget.

IMPACTS TO STAFF/RESOURCES: The cost to the District for a 12-month, part-time contract would not exceed \$85,000.

EXHIBIT

None

ADMINISTRATIVE COMMITTEE

7. CONSIDER EXPENDITURE FOR TEMPORARY AGENCY EMPLOYEE TO ASSIST WITH DOCUMENT SCANNING FOR ALL DISTRICT DIVISIONS DURING FY 2020-2021

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Temporary Personnel
Prepared By:	Suresh Prasad	Cost Estimate:	\$43,500

General Counsel Approval: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 and recommended _____.

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

SUMMARY: As part of the District's efforts to reduce physical storage needs of hard copy documents, archive historical documents, and efficiently manage these documents, all paper documents will need to be scanned, tagged and cataloged by a skilled temporary worker employed by a local staffing agency.

RECOMMENDATION: Authorize the expenditure of funds for a local staffing agency to provide an individual, or successive individuals if necessary, to perform scanning projects for the District. Approval of this item will be contingent upon final adoption of the FY 2020-2021 budget.

BACKGROUND: The District has many historical documents, personnel records, and environmental data across all divisions. Migrating these records into a document management system will preserve the data, increase efficiency for retrieval, and promote the workflow of certain tasks.

The assistance of a temporary worker to digitize these documents will allows staff to continue with their regular daily tasks. The temporary worker would focus on data scanning during the time of his or her assignment and would not provide other clerical or office assistance.

EXHIBIT

None

ADMINISTRATIVE COMMITTEE

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

Meeting Date:	June 9, 2020	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 Administrative Committee reviewed this item on June 9, 2020 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 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 will end on June 30, 2020.

A revised scope of services for GIS Professional Services has been prepared by Lynx Technologies for the Boards review. If approved, this Agreement will extend for another 12 months with effect from from July 1, 2020 to June 30, 2021.

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: District staff recommends authorizing 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. The approval of this item is contingent upon the adoption of FY 2020-2021 budget by the Board.

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, 2020 to June 30, 2021. 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 8-A**).

EXHIBIT

8-A GIS Professional Services Scope of Services

June 03, 2020

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:

- Create ESRI Organizational Account for ArcGIS Online. Work with staff to develop maps and apps for 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

ADMINISTRATIVE COMMITTEE

9. AUTHORIZE FUNDS TO CONTRACT FOR LIMITED-TERM FIELD POSITIONS DURING FY 2020-2021

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/	Aquatic Resources Fisheries
		Line Item No.:	2-3-1 I, 2-3-2 B, C, F; 2-3-4 D
Prepared By:	Suresh Prasad	Cost Estimate:	Up to \$91,620

General Counsel Approval: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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 2020-2021 Fiscal Year (FY) budget.

Authorization is requested to hire several part-time limited-term *Water Resources Assistants* for a total of 2,293 hours. The hours will be used for summer-fall juvenile fish rescues, fall population sampling, Sleepy Hollow Steelhead Rearing Facility operations and weekend coverage, spring smolt rescues, 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 Assistants would be paid \$15.75 to \$16.00 per hour and cost up to \$36,120.

Authorization is also requested to hire several part-time limited-term *Fisheries Aides* for up to a total of 3,763 hours of work during FY 2020-2021. 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. The Fisheries Aides would be paid \$14.75 to \$15.00 per hour and cost up to \$55,500.

RECOMMENDATION: Authorize the expenditure of funds to hire several limited-term Water Resources Assistants for up to a total of 2,293 hours of work; several Fisheries Aides for up to 3,763 hours of work. The approval of this item is contingent upon the adoption of FY 2019-2020 budget by the Board.

IMPACTS TO STAFF/RESOURCES: The total cost of the limited-term contracts described above would not exceed \$91,620. 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 lagoon water quality monitoring, well production and groundwater quality historical data compilation, and grant projects. These employees will work in the Water Resources Division and be supervised by the Senior Fisheries Biologist.

- 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 Water Resources Division and be supervised by the Senior Fisheries Biologist.

EXHIBIT

None

ADMINISTRATIVE COMMITTEE

10. CONSIDER APPROVAL OF THREE TEMPORARY FIELD STAFF POSITIONS FUNDED THROUGH THE INTERAGENCY CONTRACT BETWEEN MPWMD AND NMFS TO PROVIDE FOR A COOPERATIVE RESEARCH AND MONITORING PROJECTS

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	
Prepared By:	Suresh Prasad	Cost Estimate:	Up to \$21,000 (reimbursable)

General Counsel Approval: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 and recommended _____.

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

SUMMARY: In 2017, the District entered into an interagency contract with National Oceanographic and Atmospheric Agency's (NOAA) National Marine Fisheries Service-Southwest Fisheries Science Center (NMFS-SWFSC) for the purposes of conducting juvenile steelhead population studies. As part of the three-year contract, for fiscal year 2018-2021, MPWMD will provide local employees to support up to three positions. The positions will be filled at one of five levels, depending on increasing skill level, possession of specific certifiable skills in electrofishing, surgical fish tagging, and red-legged frog identification and avoidance. Field work will be conducted for three months from August through October for a total of 1,166 combined hours.

The contract is limited to \$21,000 per year. The funding for this contract comes from Cal-Am as a requirement of Water Rights Order 20016-0016. This field work will dovetail and complement the fall population sampling that MPWMD already does and include the tagging of fish that we sample. The data collected will guide future steelhead management by the NMFS and California Department of Fish and Wildlife and may contribute information needed in a future Water Allocations Supplemental Environmental Impact Report, envisioned for some time after 2020.

Authorization is requested to hire a combination of limited-term Water Resources Assistants, Fisheries Aides, Fish Rescue Crew Leader, Fisheries Technician, Field Biology Assistant not to exceed the allocated contract amount for the year. These positions would prevent the accrual of excessive compensatory time and overtime for higher level regular full-time positions.

RECOMMENDATION: Staff recommends approving three temporary field staff positions for cooperative research and monitoring projects with the NOAA/NMFS for fiscal year 2020-2021. This is fully reimbursed project so the impact to the District will be zero.

IMPACTS TO STAFF/RESOURCES: The total cost of the limited-term staffing described above would not exceed the interagency contract amount. MPWMD will provide the administrative overhead for onboarding, payroll administration, and use of District's vehicles.

EXHIBIT

None

ADMINISTRATIVE COMMITTEE

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

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Services & Supplies 26-05-761000
Prepared By:	Stephanie Locke	Cost Estimate:	\$14,000

General Counsel Approval: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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. The RealQuest service supports the District's programs by providing 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 \$14,000.00 to continue use of CoreLogic's RealQuest Professional services. Funding for this expenditure is included in the Fiscal Year 2020-2021 budget.

RECOMMENDATION: Staff recommends the Administrative Committee ratify this item with a recommendation that the Board to authorize expenditure of up to \$14,000.00 for Fiscal Year 2020-2021 to obtain CoreLogic's RealQuest Professional.

IMPACT TO STAFF/RESOURCES: None.

EXHIBIT

None

ADMINISTRATIVE COMMITTEE

12. AUTHORIZE EXPENDITURE FOR SOFTWARE MAINTENANCE AGREEMENTS

Meeting Date: June 9, 2020 **Budgeted:** Yes
From: David J. Stoldt, **Program/** Services and Supplies
 General Manager **Line Item No.** Data Processing
Prepared By: Suresh Prasad **Cost Estimate:** \$122,500

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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 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: Staff recommends approval of expenditures not-to-exceed \$122,500 to purchase the items listed in the table below:

Product	Price
ESRI ArcGIS (District Wide)	10,500
Latitude Geographics GeoCortex (District Wide)	5,200
Adobe Renewal (District Wide)	6,500
Office 365 Renewal (District Wide)	10,000
Docuware (Financial)	15,000
Tyler Technologies (Financial)	28,000
GovInvest (Financial)	6,500
Accela Support (Water Demand)	35,500
Kisters North America (Hydrological)	5,300
TOTAL	\$122,500

IMPACT TO STAFF/RESOURCES: The FY 2020-2021 Information Technology budget includes funds of \$122,500 in the District budget for these line item 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.

EXHIBIT

None

ADMINISTRATIVE COMMITTEE

13. APPROVE EXPENDITURE TO CORPORATION SERVICE COMPANY - RECORDING FEES

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Recording Fees 26-05-781900
Prepared By:	Stephanie Locke	Cost Estimate:	\$16,000 (partially reimbursed)

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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 65 documents each month with average recording fees of \$35. The documents are electronically recorded through Corporation Service Company (CSC). Electronic recording costs less than the former method of transmitting documents via courier to the Monterey County Recorder's Office. 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 \$16,000 of budgeted funds for document recording during Fiscal Year 2020-2021.

RECOMMENDATION: Staff recommends the Administrative Committee approve the expenditure of up to \$16,000 for recording fees for Fiscal Year 2020-2021.

IMPACT TO STAFF/RESOURCES: Funds for this expenditure are included in the Fiscal Year 2020-2021 budget.

EXHIBIT

None

ADMINISTRATIVE COMMITTEE

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

Meeting Date:	June 9, 2020	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 Administrative Committee reviewed this item on June 9, 2020 and recommended _____.

CEQA Compliance: N/A

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) 2020-2021 (July 1, 2020 through June 30, 2021) 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 14-A is the proposed contract amendment scope of work and cost estimate from Pueblo for FY 2020-2021. The proposed \$2,000 total limit is the same as FY 2019-2020. 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: Staff recommends that the Administrative Committee recommend the Board authorize the General Manager to renew the District professional services contract with Pueblo for a not-to-exceed amount of \$2,000 for FY 2020-2021.

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 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

14-A Pueblo Water Resources Scope of Work and Fee Schedule for FY 2020-2021



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; is hereby again amended as follows:

Section I, Scope of Services. The attached scope of work for July 1, 2020, through June 30, 2021, 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, 2020, through June 30, 2021. The final invoice for work performed through June 30, 2021, must be received by the District no later than June 15, 2021.

(Section II-C, Maximum Payment) Maximum Payment for the period July 1, 2020, through June 30, 2021, 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

U:\demand\Work\Board Packet\2019\June\Pueblo_Contract_20180619.docx



June 1, 2020
Project No. 15-0065

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 2020-2021

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 2020-2021 (FY 2020-2021). 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 a 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.

Monterey Peninsula Water Management District
Proposal for Water Distribution System Permitting Support – FY 2020-2021
June 1, 2020 (Project No. 15-0066)



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: 2020 Fee Schedule



**PUEBLO WATER RESOURCES, INC
2020 FEE SCHEDULE**

Professional Services

Principal Professional.....	\$215/hr
Senior Professional.....	\$200/hr
Project Professional.....	\$185/hr
Staff Professional.....	\$155/hr
Technician.....	\$145/hr
Illustrator.....	\$130/hr
Word Processing.....	\$110/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 Mini-Troll/Level Troll).....	\$100/day, \$300/week
Fuji Ultrasonic Flowmeter.....	\$200/day, \$750/week

*Regionally and seasonally specific to project.

ADMINISTRATIVE COMMITTEE

15. CONSIDER CONTRACT WITH PUEBLO WATER RESOURCES TO PROVIDE AQUIFER STORAGE AND RECOVERY OPERATIONAL SUPPORT

Meeting Date:	June 9, 2020	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 Administrative Committee reviewed this item on June 9, 2020 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. Pueblo Water Resources (PWR) is used on an annual basis to support District staff with the field work, 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 has been 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.

DISCUSSION: Due to the seasonal and climate driven nature of work associated with ASR operations, the District has opted to not hire full time operators dedicated solely to ASR, but to hire PWR as support staff on an as-needed basis to keep costs of ASR operation low. PWR will assist in field work, support data networks, assist in the preparation of compliance reports, and provide project construction/repair oversight on an as needed basis. PWR has 17 years of experience in supporting this particular project and 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. Budget estimate is based on a wet water year type where there would be over 150 operational days and this contract of support would provide up to 10 weeks of support. If WY 2021 is not a wet water year, less support will be needed and the full budget will not be spent. 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 contracts directly with C-57 contractors to repair the infrastructure and relies on PWR to supervise the

repair/construction activities to make sure the work is completed to District standards. Staff proposes to retain PWR to support the District with operations on an as-needed basis for the WY 2021 ASR season.

RECOMMENDATION: The Committee should recommend that the Board authorize the General Manager to enter into an agreement on an as-needed basis, not to exceed \$75,000 with PWR to support the District with WY 2021 ASR operations.

BACKGROUND: The District completes annual water quality monitoring at the ASR facilities as outlined in the ASR Sample and Analysis Plan, which is a requirement for project operations by the Regional Water Quality Control Board. The District also monitors and reports streamflow and diversion volumes to the DWR, NOAA Fisheries, and State Department of Fish and Wildlife for permit compliance. In addition, the District reports volumes of water injected and recovered to the Watermaster as required by the Storage and Recovery agreement between Cal-Am and the Watermaster. The District has used PWR for 17 years to support the development and operation of the Carmel River ASR project. Because of PWR's experience with this project, they are able to provide high quality assistance to the District with little notice and direction.

IMPACT TO STAFF/RESOURCES: Funds for this project are included in the FY 2020-21 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.

EXHIBIT

15-A Pueblo Water Resources, Inc. 2020 Fee Schedule



**PUEBLO WATER RESOURCES,
INC 2020 FEE SCHEDULE**

Professional Services

Principal Professional.....	\$205/hr
Senior Professional.....	\$190/hr
Project Professional.....	\$175/hr
Staff Professional.....	\$145/hr
Technician.....	\$135/hr
Illustrator.....	\$120/hr
Word Processing.....	\$100/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 Mini-Troll/Level Troll).....	\$100/day, \$300/week
Fuji Ultrasonic Flowmeter.....	\$200/day, \$750/week

*Regionally and seasonally specific to project.

ADMINISTRATIVE COMMITTEE

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

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Services & Supplies Professional Fees
Prepared By:	David J. Stoldt	Cost Estimate:	\$35,000

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 and recommended _____.

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

SUMMARY: John Arriaga of JEA & Associates has worked with the District since May 2008 in implementing its legislative goals. As proposed, JEA and Associates would continue to undertake legislative and administrative activities to support the District's priorities during Fiscal Year 2020-2021. See the Scope of Services attached as **Exhibit 16-A**.

RECOMMENDATION: The Committee should recommend that the Board approve the contract with JEA & Associates for a not-to-exceed amount of \$35,000 for Fiscal Year 2020-2021.

IMPACT TO DISTRICT RESOURCES: The estimate for services includes \$30,000 in monthly retainer fees of \$2,500 per month, and \$5,000 for chargeable expenses. The \$2,500 retainer has remained unchanged over the District's twelve-year relationship with JEA & Associates. Funds for this expenditure are included in the FY 2020-2021 budget under Services and Supplies, Professional Fees.

EXHIBIT

16-A JEA & Associates Scope of Services for FY 2020-2021

EXHIBIT 16-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 Public Utilities Commission (CPUC) 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 CPUC, 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

EXHIBIT 16-A

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 \$2,500 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, 2020. 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
President
JEA & Associates

Date

David Stoldt
General Manager
Monterey Peninsula Water Management District

Date

ADMINISTRATIVE COMMITTEE

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

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt General Manager	Program/ Line Item No.:	Services & Supplies Professional Fees
Prepared By:	David J. Stoldt	Cost Estimate:	\$99,500

General Counsel Approval: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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 April 20, 2020 meeting the District Board adopted the 2020 Legislative Advocacy Plan to establish District legislative and government affairs priorities for FY 2020-21. The first four items in the Plan are in regard to the District's Federal strategy and includes a continued relationship with The Ferguson Group (TFG.) TFG has shown a deep understanding of the federal budget, legislative process, funding opportunities, and regulatory setting. TFG has helped the District and Monterey One Water (M1W) advance relationships with both Congress and regulatory departments related to water, including but not limited to BLM, NOAA (NMFS), USBR, USDA, and EPA. In FY 2018-19 the Pure Water Monterey project was notified it will receive a \$4.1 million federal grant, a result of the joint efforts of the District and M1W, assisted by TFG.

The FY 2020-21 scope of work will include, but is not limited to:

- Identifying legislation or proposed regulatory changes that may impact the District.
- Track additional Title XVI and WIIN Act funding for Pure Water Monterey
- Track Trump Administration budget actions and Infrastructure Funding/Financing Proposals
- Consult with staff to develop positions on relevant legislation.
- Advocate the District's position on bills and matters of interest.
- Identify funding opportunities and notify of timing, requirements, and advocate on behalf of District or District's partners (e.g. WaterSMART) for, but not limited to:
 - ✓ Fisheries and watersheds
 - ✓ Pure Water Monterey Expansion
 - ✓ CSIP Annexations
 - ✓ Desalination (if proceeding)
- Prepare materials for briefing – talking points, briefing books, letters, as necessary
- Coordinate with other water district lobbyists and organizations
- Maintain close relationships with Monterey legislative delegation

- Represent the District in meetings with staff, directors, or independently with congressional members and staff, administration officials, regulatory agencies.
- Coordinate federal outreach with District's State governmental outreach
- Identify funding opportunities and notify of timing, requirements, and advocate on behalf of District
- Direct contact with associations including ACWA, WaterReuse, etc.
- Prepare materials for briefing – talking points, briefing books, letters, as necessary
- Coordinate with other water district lobbyists and organizations
- Maintain close relationships with Monterey legislative delegation
- Organize timely trips as needed, but at least once a year separate from ACWA trip.
- Provide similar services for the District's project partner(s), as needed and at the direction of the District.
- Periodic reporting of activities

RECOMMENDATION: It is recommended that the Committee recommend that the Board authorize the General Manager to enter into an agreement with TFG for FY 2020-21. A further recommendation is that the Legislative Advocacy Committee review the need for, and scope of, such activities for FY 2020-21.

IMPACT TO DISTRICT RESOURCES: The estimate for services includes \$96,000 in monthly retainer fees of \$8,000 per month, and \$3,500 for chargeable expenses. The \$8,000 retainer has remained unchanged over the District's four-year relationship with TFG. Funds for this expenditure are included in the FY 2020-2021 budget under Services and Supplies, Professional Fees.

DISCUSSION: In 2016, three consultants provided statements of qualifications that were evaluated with equal weight in 4 criteria: (i) Experience - with municipalities, special districts, agency's & other governmental entities; (ii) Experience - with specific federal agencies; (iii) Experience - with specific water-related issues; and (iv) Personnel assigned. The General Manager and each of the Legislative Advocacy Committee members were asked to perform their own evaluation, to inform the Committee recommendation. Additionally, qualitative factors such as professional appearance of the submittal, overall quality of the submittal, consultant familiarity with the District, outside third-party references, and so on were considered. Finally, the proposing firms' cost proposals were considered. TFG was the recommended firm.

EXHIBIT

17-A Form of Engagement Letter for TFG for FY 2020-2021

The Ferguson Group

Advocacy. Consulting. Grants.



July 1, 2020

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, 2020 – June 30, 2021

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, 2020 through June 30, 2021. 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 \$8,000 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. Among other things, TFG will focus on securing federal assistance for the Carmel River Management Plan, including upgrading the monitoring program on the Carmel River to a full Life Cycle Monitoring Station. 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

ADMINISTRATIVE COMMITTEE

18. CONSIDER AUTHORIZING MONTEREY BAY ANALYTICAL SERVICES TO PROVIDE LABORATORY SUPPORT FOR AQUIFER STORAGE AND RECOVERY WATER QUALITY MONITORING

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt General Manager	Program/ Line Item:	Water Supply Projects N/A
Prepared By:	Jonathan Lear	Cost Estimate:	\$40,000

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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 District currently has a business relationship with MBAS and is billed on a net 30 following completion of laboratory analysis.

RECOMMENDATION: Staff recommends the Board authorize the General Manager to spend up to \$40,000 to complete laboratory analysis related to the ASR Project in WY 2020.

BACKGROUND: The District is currently reporting data collected under the Sampling and Analysis Plan and reporting data annually to the Regional Water Quality Control Board (RWQCB) to meet compliance for project operations. Water quality sampling is driven by project operations which are controlled largely by the availability of excess runoff on the Carmel River Watershed, so the total cost of the water quality program is unknown, however the average cost of the program is less than the budget placeholder of \$40,000. All funds spent on this program are reimbursed by CalAm through the ASR agreement. It should also be noted, at the request of the RWQCB, the District is currently enrolling the ASR Project in the General Waiver for Injection of Water Treated to Drinking Water Standards and there will likely be a change in monitoring related to the switch in regulatory process. If there is an effect on budget, staff will bring this to the attention of the Committee at that time.

EXHIBIT

None

ADMINISTRATIVE COMMITTEE

19. CONSIDER AUTHORIZING MONTEREY BAY ANALYTICAL SERVICES TO PROVIDE LABORATORY SUPPORT FOR WATERMASTER WATER QUALITY MONITORING

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt General Manager	Program/ Line Item:	Water Supply Projects N/A
Prepared By:	Jonathan Lear	Cost Estimate:	\$10,000

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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 Seaside Groundwater Basin Watermaster. The District currently has a business relationship with MBAS and is billed on a net 30 following completion of laboratory analysis.

RECOMMENDATION: Staff recommends the Board authorize the General Manager to spend up to \$10,000 to complete laboratory analysis related to the Watermaster in WY 2020.

BACKGROUND: The District provides water quality monitoring and data management support to the Seaside Watermaster to meet the requirements outlined in the Seaside Groundwater Basin Monitoring and Management Plan. The Plan is a requirement outlined in the 2007 Adjudication Decision. The Monitoring and Management plan was adopted by the Monterey County Superior Court in 2008 and outlines a series of monitor and production wells to be sampled each water year. The District has a contract with the Watermaster to carry out this work on their behalf. District staff uses MBAS to complete the laboratory analysis for the sampling required by the Plan.

EXHIBIT

None

ADMINISTRATIVE COMMITTEE

20. CONSIDER APPROVING 3-YEAR AGREEMENT WITH DEVEERA, INC. FOR INFORMATION TECHNOLOGY SERVICES

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No. :	IT Services
Prepared By:	Suresh Prasad	Cost Estimate:	\$195,000(20-21 \$63,000; 21-22 \$65,000; 22-23 \$67,000)

General Counsel Review: District Counsel reviewed this agreement in September 2019.

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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.

Staff reached out to DeVeera for a contract extension. DeVeera has proposed continuing the IT services for the District for a 3-year term with 3% increase each year in costs. Continuing with outsourcing IT services will yield savings of approximately \$100,00 per year by not hiring a full-time employee.

RECOMMENDATION: District staff recommends authorizing the General Manager or the Administrative Services Manager/CFO to enter into a 3-year agreement with DeVeera, Inc. to provide Information Technology services for a not-to-exceed amount of \$195,000 (includes 10% contingency).

EXHIBIT

20-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, 2020 ("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 3 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	
Billing Contact Phone Number	
Billing Contact Email	
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	
Primary Contact Phone	
Primary Contact Email	
Primary Contact Schedule	MONDAY – FRIDAY 8:00 AM TO 5:00 PM
Primary Contact After-Hours Phone Number	

	Secondary Customer Contact Information
Primary Customer Contact	
Primary Contact Phone	
Primary Contact Email	
Primary Contact Schedule	
Primary Contact After-Hours Phone Number	

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 	\$4,751 per month
<ul style="list-style-type: none"> Anti-Virus for all Workstations and Servers Included 	Included in Monthly
TOTAL MONTHLY	\$ 4,751.00
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 Remote Support. 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.

ADMINISTRATIVE COMMITTEE

21. CONSIDER AUTHORIZATION TO CONTRACT WITH HAYASHI WAYLAND TO CONDUCT ANNUAL FINANCIAL AUDIT FOR FISCAL YEAR ENDING 2020, 2021, and 2022

Meeting Date:	June 9, 2020	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Services & Supplies Professional Fees
Prepared By:	Suresh Prasad	Cost Estimate:	\$48,000 for 2020, \$49,500 for 2021, \$51,000 for 2022 Plus additional fee for CAFR & GASB

General Counsel Approval: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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 is required to have an audit of its financial records performed on an annual basis. The three-year agreement with the firm of Hayashi Wayland (HW) to conduct the annual audit expired with the completion of the audit for Fiscal Year (FY) 2018-2019. Due to the uniqueness of the District's operations, including its involvement with the CAWD/PBCSD Wastewater Reclamation Project (Project), there is a high learning curve for auditors to become sufficiently knowledgeable with the District's financial records to enable them to complete a timely and adequate audit. HW has also conducted audits of the Project in the past, and although the Project currently utilizes a different auditing firm, HW's familiarity with the Project makes it much easier for them to incorporate the Project's current financial information into the District's audit report. This experience and familiarity will be beneficial to the District as it embarks upon the Pure Water Monterey project operation. Based on this familiarity with the operations of the District and the Project, as well as the excellent quality of past audits, District staff is requesting a new three-year proposal from HW.

HW has submitted a three-year proposal to conduct the audits for fiscal year ending 2020, 2021, and 2022 in the amount of \$148,500. The base audit fee includes costs to cover for Governmental Accounting Standards Board (GASB) 68 standards, which includes standards for pension reporting. In addition, additional fee would be incurred each year for Comprehensive Annual Financial Report compilation as well as for implementation and testing of other GASB standards, such as GASB75, new reporting standards for Other Post-Employment Benefits, and State Controllers Report. The fee estimated for FYE 2020 including the additional services is a not-to-exceed price of \$68,000.

RECOMMENDATION: District staff recommends that the Board authorize the Chief Financial Officer to enter into a three-year agreement with Hayashi Wayland to conduct the annual audit of the District's financial records for a total cost of \$148,500 plus additional fee for CAFR compilation and implementation of GASB standards.

BACKGROUND: Annually, the District is required to complete an independent audit of its financial operations in conformance with the requirements set by the Governmental Accounting Standards Board and the California State Controller. Due to the uniqueness of the District's operations, including its involvement with the Reclamation Project, the District has used the accounting firm of HW to conduct the annual audit of the District's financial records since 1989.

EXHIBIT

21-A Hayashi Wayland Audit Proposal



HAYASHI | WAYLAND

May 12, 2020

To the Board of Directors/Administrative Committee
Monterey Peninsula Water Management District
P.O. Box 85
Monterey, California 93942

Attention: Suresh Prasad, C.F.O.

The purpose of this letter is to set your fee expectations regarding the audit(s) for the year(s) ended June 30, 2020 or June 30, 2020, 2021 and 2022.

Our fee estimates are based to a large extent on the quality, timeliness, and accuracy of the audit documentation that you and your staff prepare and the number and complexity of adjustments required to your general ledger(s). We will prepare a detailed list of the expected audit documentation which you will need to prepare before beginning the audit(s). The audit documentation will need to be completed prior to fieldwork at which time we perform a review of them in your offices. The estimates do not include any accounting assistance required to assist you in properly preparing the required audit documentation listed in the "Prepared by Client (PBC) List". The estimates also do not include additional time required to reconcile the audit documentation to appropriate detail and/or to the general ledger(s). Additional time will be billed at standard rates. The estimates assume that the audit documentation will be completely ready one week before the agreed upon starting dates for the audit(s). The following are our estimates:

Audit (*) Single Year – 2020 \$51,000

Audit (*) 3 Year Engagement:

2020	\$48,000
2021	\$49,500
2022	\$51,000

* Includes fees for compliance with the group audit standards.

In addition to the base audit fee estimated above, there will be additional fees annually for the implementation and ongoing testing of GASB pronouncements, any required CAFR assistance and preparation of the "Annual Report of Financial Transactions of Special Districts". The implementation of new standards requires us to perform more extensive procedures than in the past, resulting in an additional time commitment from both your employees and our audit personnel.

We estimate annual fees for the additional services as follows:

GASB Implementation/testing	\$7,000-10,000
CAFR Assistance	\$7,500
Annual Report of Financial Transactions	\$2,500



Monterey Peninsula Water Management District
May 6, 2020
Page 2

If you have any questions regarding this fee estimate, please feel free to contact me.

Sincerely,

Rae
Gularte, CPA
Hayashi Wayland

Digitally signed
by Rae Gularte
Date: 2020.05.12
12:53:28 -07'00'



ADMINISTRATIVE COMMITTEE

22. CONSIDER ADOPTION OF RESOLUTION NO. 2020-08 -- AMENDING FEES AND CHARGES TABLE – RULE 60

Meeting Date: June 9, 2020 **Budgeted:** N/A

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

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

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 and recommended _____.

CEQA Compliance: N/A

SUMMARY: Resolution 2020-08 (**Exhibit 22-A**) updates Rule 60, Fees and Charges Table, to reflect actual time incurred by the District to process amendments to Water Use Permits and to plan check projects for Water Permit waivers. Fees and charged by the District are intended to have a positive correlation to the actual time, effort, and cost of providing the services and taking the actions set forth in the Fees and Charges Table.

RECOMMENDATION: District staff recommends that the Administrative Committee recommend adoption of Resolution 2020-04, A Resolution of the Board of Directors of the Monterey Peninsula Water Management District Amending Rule 60, Fees and Charges Table. This item will be approved if adopted along with the Consent Calendar on the Board agenda.

BACKGROUND: Ordinance No. 120, adopted March 21, 2005, allows changes to the Fees and Charges Table by resolution rather than by ordinance. The Fees and Charges Table was last updated on September 18, 2017, by adoption of Ordinance No. 177.

EXHIBIT

22-A Resolution No. 2020-08



EXHIBIT 22-A

RESOLUTION 2020-08

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

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

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;

WHEREAS: 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 shall amend the Fees and Charges Table Line 58 (as amended by Resolution 2020-08) as set forth below (additions shown in ***bold italics*** and deletions shown in ~~strikeout~~); and that this change shall be effective immediately:

58	Amendment to a Water Use Permit (Water Entitlement Process) (also may require Capacity Fees pursuant to Rule 24)	\$450 <i>plus \$90 per hour for more than 5 hours</i>
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On motion by _____, and second by _____, the foregoing Resolution is adopted upon this 15th day of June 2020, by the following vote:

AYES:

NAYS:

ABSENT:

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify the foregoing resolution was duly adopted on the 15th day of June 2020.

Witness my hand and seal of the Board of Directors this ____ day of June 2020.

David J. Stoldt, Secretary to the Board

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ADMINISTRATIVE COMMITTEE

23. CONSIDER ADOPTION OF RESOLUTION 2020-09 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 9, 2020	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 Administrative Committee reviewed this item on June 9, 2020 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 2020-09 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 Board should review and adopt Resolution 2020-09 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
23-A Resolution 2020-09

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EXHIBIT 23-A**RESOLUTION 2020-09**

**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 2020-21;

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.

On motion of Director _____, and second by Director _____, the foregoing resolution is duly adopted this 15th day of June 2020 by the following votes:

AYES:

NAYS:

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 15th day of June 2020.

Witness my hand and seal of the Board of Directors this ____ day of June 2020.

David J. Stoldt,
Secretary to the Board

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 2020-21

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.

ADMINISTRATIVE COMMITTEE

24. CONSIDER ADOPTION OF RESOLUTION 2020-10 ESTABLISHING ARTICLE XIII (B) FISCAL YEAR 2020-2021 APPROPRIATIONS LIMIT

Meeting Date:	June 9, 2020	Budgeted:	N/A
From:	David J. Stoldt General Manager	Program/ Line Item No.:	N/A
Prepared By:	Suresh Prasad	Cost Estimate:	N/A

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020 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 24-A** is Resolution 2020-10, A Resolution of the Board of Directors of the Monterey Peninsula Water Management District Establishing an Appropriations Limit for Fiscal Year 2020-2021. The resolution establishes an appropriations limit of \$1,842,149 for fiscal year 2020-2021 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 \$2,050,000 in property tax revenues during the fiscal year. After subtracting exempt appropriations of \$4,135,900 from the estimated property tax revenues, the appropriations subject to the limit are \$(2,085,900), which is under the appropriations limit calculated under the provisions of Article XIII (B), resulting in estimated excess tax revenue of \$0.00.

RECOMMENDATION: Staff recommends adoption of Resolution 2020-10, A Resolution of the Board of Directors of the Monterey Peninsula Water Management District Establishing an Appropriations Limit for Fiscal Year 2020-2021 in the amount of \$1,842,149.

EXHIBIT

24-A Resolution 2020-10

EXHIBIT 24-A**RESOLUTION 2020-10**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
ESTABLISHING AN APPROPRIATIONS LIMIT
FOR FISCAL YEAR 2020-2021**

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 2020-2021 appropriations limit for the District is \$1,842,149 based on a 2020-2021 multiplier of 1.0223, as shown on Attachment 1.

On motion of Director _____, and second by Director _____, the foregoing resolution is duly adopted this 15th day of June 2020 by the following votes:

AYES:

NAYS:

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 15th day of June 2020.

Witness my hand and seal of the Board of Directors this ____ day of June 2020.

David J. Stoldt,
Secretary to the Board

ATTACHMENT 1**PROPERTY TAX APPROPRIATION LIMIT
2020-2021 BUDGET**

Appropriations Limit for 2019-2020	\$1,802,037	
Multiplier	<u>1.0223</u>	note 1
Appropriations Limit for 2020-2021	\$1,842,149	
Appropriations Subject to Limit:		
Property Tax	\$2,050,000	note 2
Exempt Appropriations	<u>(\$4,135,900)</u>	
Total	<u><u>-\$2,085,900</u></u>	
Appropriations Limit for 2020-2021	<u><u>\$1,842,149</u></u>	
Estimated Excess Tax Revenue	<u><u>\$0</u></u>	

NOTES:

1. Source: Price and Population Data for Local Jurisdictions
Department of Finance, May 2020

$$\text{Price } 1.0373 \times \text{Population } 0.9855 = 1.0223$$

Price	1.0373
Population	<u>0.9855</u>
Ratio of change	<u><u>1.0223</u></u>

2. Property tax revenue estimate \$2,050,000

ADMINISTRATIVE COMMITTEE

25. CONSIDER ADOPTION OF RESOLUTION 2020-11 UPDATE TO RULE 24, TABLE 3, CAPACITY FEE HISTORY

Meeting Date:	June 9, 2020	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 Administrative Committee considered this item on June 9, 2020 and recommended _____.

CEQA Compliance: N/A

SUMMARY: District Rule 24 requires that the Capacity Fee History Table shall be updated annually by Resolution of the Board to reflect the current year's Capacity Fee. Resolution 2020-11 (**Exhibit 25-A**) updates Rule 24, Table 3: Capacity Fee History, to reflect current's year capacity fee of the District. A marked-up version of the proposed table is found as **Exhibit 25-B**.

RECOMMENDATION: District staff recommends that the Board adopt Resolution 2020-11, A Resolution of the Board of Directors of the Monterey Peninsula Water Management District Update to Rule 24, Table 3, Capacity Fee History.

BACKGROUND: District's Rule 24, allows changes to the Capacity Fee History Table by resolution rather than by ordinance. The Capacity Fee History Table was last updated on June 17, 2019, by adoption by resolution.

EXHIBIT

25-A Resolution No. 2020-11

25-B Table 3: Capacity Fee History



EXHIBIT 25-A

RESOLUTION NO. 2020-11

**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.

On motion of Director _____, and second by Director _____, the foregoing resolution is duly adopted this 15th day of June, 2020, by the following votes:

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 full, true and correct copy of a resolution duly adopted on the 15^h day of June, 2020.

Witness my hand and seal of the Board of Directors, this ____ day of June, 2020.

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
2020-2021	\$30,837.00

ADMINISTRATIVE COMMITTEE

26. CONSIDER ADOPTION OF TREASURER'S REPORT FOR APRIL 2020

Meeting Date:	June 9, 2020	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Suresh Prasad	Cost Estimate:	N/A

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee considered this item on June 9, 2020 and recommended _____.

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

SUMMARY: Exhibit 26-A comprises the Treasurer's Report for April 2020. Exhibit 26-B and Exhibit 26-C are listings of check disbursements for the period April 1-30, 2020. Check Nos. 36928 through 37012, the direct deposits of employee's paychecks, payroll tax deposits, and bank charges resulted in total disbursements for the period in the amount of \$863,190.55. There were no conservation rebates for this period. Exhibit 26-D reflects the unaudited version of the financial statements for the month ending April 30, 2020.

RECOMMENDATION: District staff recommends adoption of the March 2020 Treasurer's Report and financial statements, and ratification of the disbursements made during the month.

EXHIBITS

26-A Treasurer's Report
26-B Listing of Cash Disbursements-Regular
26-C Listing of Cash Disbursements-Payroll
26-D Financial Statements

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
TREASURER'S REPORT FOR APRIL 2020**

<u>Description</u>	<u>Checking</u>	<u>MPWMD Money Market</u>	<u>L.A.I.F.</u>	<u>Wells Fargo Investments</u>	<u>Multi-Bank Securities</u>	<u>MPWMD Total</u>	PB <u>Reclamation Money Market</u>
Beginning Balance	\$65,641.28	\$409,659.68	\$13,650,944.72	\$1,011,547.02	\$2,822,294.52	\$17,960,087.22	\$247,685.21
Fee Deposits		434,927.58				434,927.58	427,399.21
MoCo Tax & WS Chg Installment Pymt		2,300,628.32				2,300,628.32	
Interest Received			61,937.18	808.28	3,241.68	65,987.14	
Transfer - Money Market/LAIF		300,000.00	(300,000.00)			0.00	
Transfer - Money Market/Checking	943,345.94	(943,345.94)				0.00	
Transfer - Money Market/Multi-Bank						0.00	
Transfer - Money Market/Wells Fargo						0.00	
Transfer to CAWD						0.00	(240,000.00)
Voided Checks						0.00	
Bank Corrections/Reversals/Errors						0.00	
Bank Charges/Other	(441.66)		(0.17)			(441.83)	
Credit Card Fees	(1,156.56)					(1,156.56)	
Returned Deposits	-					0.00	
Payroll Tax/Benefit Deposits	(100,268.90)					(100,268.90)	
Payroll Checks/Direct Deposits	(131,252.49)					(131,252.49)	
General Checks	(630,070.94)					(630,070.94)	
Bank Draft Payments	-					0.00	
Ending Balance	\$145,796.67	\$2,501,869.64	\$13,412,881.73	\$1,012,355.30	\$2,825,536.20	\$19,898,439.54	\$435,084.42

Check Report

By Check Number

Date Range: 04/01/2020 - 04/30/2020



Monterey Peninsula Water Management Dist

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK	-Bank of America Checking					
Payment Type: Regular						
00249	A.G. Davi, LTD	04/03/2020	Regular	0.00	395.00	36928
11822	CSC	04/03/2020	Regular	0.00	5,000.00	36929
00046	De Lay & Laredo	04/03/2020	Regular	0.00	63,889.00	36930
18734	DeVeera Inc.	04/03/2020	Regular	0.00	6,808.00	36931
08990	Fort Ord Reuse Authority	04/03/2020	Regular	0.00	3,236.08	36932
00993	Harris Court Business Park	04/03/2020	Regular	0.00	721.26	36933
04717	Inder Osahan	04/03/2020	Regular	0.00	1,255.54	36934
00259	Marina Coast Water District	04/03/2020	Regular	0.00	65.65	36935
00259	Marina Coast Water District	04/03/2020	Regular	0.00	65.65	36936
00275	Monterey County Herald	04/03/2020	Regular	0.00	427.91	36937
00282	PG&E	04/03/2020	Regular	0.00	9.53	36938
04736	Pitney Bowes Global Financial Svc, LLC	04/03/2020	Regular	0.00	398.10	36939
00262	Pure H2O	04/03/2020	Regular	0.00	65.24	36940
09989	Star Sanitation Services	04/03/2020	Regular	0.00	90.86	36941
04359	The Carmel Pine Cone	04/03/2020	Regular	0.00	726.00	36942
09425	The Ferguson Group LLC	04/03/2020	Regular	0.00	327.90	36943
17965	The Maynard Group	04/03/2020	Regular	0.00	1,515.15	36944
00221	Verizon Wireless	04/03/2020	Regular	0.00	942.80	36945
06009	yourservicesolution.com	04/03/2020	Regular	0.00	1,992.00	36946
00767	AFLAC	04/10/2020	Regular	0.00	907.16	36950
00022	BioAssessment Services	04/10/2020	Regular	0.00	3,090.00	36951
00024	Central Coast Exterminator	04/10/2020	Regular	0.00	104.00	36952
00224	City of Monterey	04/10/2020	Regular	0.00	697.75	36953
00028	Colantuono, Highsmith, & Whatley, PC	04/10/2020	Regular	0.00	467.50	36954
00046	De Lay & Laredo	04/10/2020	Regular	0.00	54,431.25	36955
00758	FedEx	04/10/2020	Regular	0.00	154.05	36956
00768	ICMA	04/10/2020	Regular	0.00	2,520.09	36957
19574	Isaac Rodriguez	04/10/2020	Regular	0.00	292.10	36958
00094	John Arriaga	04/10/2020	Regular	0.00	5,000.00	36959
05830	Larry Hampson	04/10/2020	Regular	0.00	932.46	36960
00118	Monterey Bay Carpet & Janitorial Svc	04/10/2020	Regular	0.00	1,260.00	36961
00274	Monterey One Water	04/10/2020	Regular	0.00	163.21	36962
13396	Navia Benefit Solutions, Inc.	04/10/2020	Regular	0.00	808.32	36963
00036	Parham Living Trust	04/10/2020	Regular	0.00	850.00	36964
00154	Peninsula Messenger Service	04/10/2020	Regular	0.00	476.00	36965
00755	Peninsula Welding Supply, Inc.	04/10/2020	Regular	0.00	64.50	36966
00282	PG&E	04/10/2020	Regular	0.00	34.78	36967
00282	PG&E	04/10/2020	Regular	0.00	24.42	36968
18544	Psomas	04/10/2020	Regular	0.00	11,084.50	36969
19573	Richard B Marvin	04/10/2020	Regular	0.00	238.05	36970
02838	Solinst Canada Ltd	04/10/2020	Regular	0.00	619.41	36971
04719	Telit Io T Platforms, LLC	04/10/2020	Regular	0.00	233.70	36972
00271	UPEC, Local 792	04/10/2020	Regular	0.00	1,995.00	36973
18163	Wex Bank	04/10/2020	Regular	0.00	596.59	36974
00760	Andy Bell	04/17/2020	Regular	0.00	1,422.00	36975
06268	Comcast	04/17/2020	Regular	0.00	195.03	36976
00281	CoreLogic Information Solutions, Inc.	04/17/2020	Regular	0.00	981.26	36977
19448	David Frank Stone	04/17/2020	Regular	0.00	34.63	36978
00046	De Lay & Laredo	04/17/2020	Regular	0.00	28,094.00	36979
00192	Extra Space Storage	04/17/2020	Regular	0.00	885.00	36980
12655	Graphicsmiths	04/17/2020	Regular	0.00	19.20	36981
00277	Home Depot Credit Services	04/17/2020	Regular	0.00	18.84	36982
03857	Joe Oliver	04/17/2020	Regular	0.00	1,255.54	36983

EXHIBIT 26-B

120

Check Report**Date Range: 04/01/2020 - 04/30/2020**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
16823	Mercer-Fraser Company	04/17/2020	Regular	0.00	155,754.04	36984
00282	PG&E	04/17/2020	Regular	0.00	10,526.00	36985
00282	PG&E	04/17/2020	Regular	0.00	9.86	36986
00159	Pueblo Water Resources, Inc.	04/17/2020	Regular	0.00	29,491.05	36987
13394	Regional Government Services	04/17/2020	Regular	0.00	739.60	36988
00176	Sentry Alarm Systems	04/17/2020	Regular	0.00	309.25	36989
09351	Tetra Tech, Inc.	04/17/2020	Regular	0.00	1,278.54	36990
09425	The Ferguson Group LLC	04/17/2020	Regular	0.00	8,000.00	36991
14680	Tope Tree Service	04/17/2020	Regular	0.00	3,500.00	36992
00269	U.S. Bank	04/17/2020	Regular	0.00	5,063.83	36993
	Void	04/17/2020	Regular	0.00	0.00	36994
08105	Yolanda Munoz	04/17/2020	Regular	0.00	540.00	36995
01188	Alhambra	04/23/2020	Regular	0.00	38.41	36996
00252	Cal-Am Water	04/23/2020	Regular	0.00	152.55	36997
00252	Cal-Am Water	04/23/2020	Regular	0.00	123.51	36998
00252	Cal-Am Water	04/23/2020	Regular	0.00	78.24	36999
00230	Cisco Systems, Inc.	04/23/2020	Regular	0.00	617.20	37000
00235	Green Rubber- Kennedy AG	04/23/2020	Regular	0.00	1,451.01	37001
00986	Henrietta Stern	04/23/2020	Regular	0.00	1,255.54	37002
05829	Mark Bekker	04/23/2020	Regular	0.00	915.00	37003
13396	Navia Benefit Solutions, Inc.	04/23/2020	Regular	0.00	808.32	37004
00282	PG&E	04/23/2020	Regular	0.00	145.29	37005
08925	Quinn Company	04/23/2020	Regular	0.00	3,089.02	37006
18739	Reiff Manufacturing	04/23/2020	Regular	0.00	665.00	37007
19573	Richard B Marvin	04/23/2020	Regular	0.00	36.80	37008
04709	Sherron Forsgren	04/23/2020	Regular	0.00	869.02	37009
19098	Specialty Construction, Inc.	04/23/2020	Regular	0.00	194,499.20	37010
00766	Standard Insurance Company	04/23/2020	Regular	0.00	1,419.65	37011
00258	TBC Communications & Media	04/23/2020	Regular	0.00	963.00	37012
Total Regular:				0.00	630,220.94	

EXHIBIT 26-B

121

Check Report**Date Range: 04/01/2020 - 04/30/2020**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Bank Draft						
00266	I.R.S.	04/10/2020	Bank Draft	0.00	12,328.58	DFT0001606
00266	I.R.S.	04/10/2020	Bank Draft	0.00	2,602.44	DFT0001607
00267	Employment Development Dept.	04/10/2020	Bank Draft	0.00	4,663.57	DFT0001608
00266	I.R.S.	04/10/2020	Bank Draft	0.00	504.20	DFT0001609
00266	I.R.S.	04/09/2020	Bank Draft	0.00	122.82	DFT0001611
00266	I.R.S.	04/09/2020	Bank Draft	0.00	117.44	DFT0001612
00267	Employment Development Dept.	04/09/2020	Bank Draft	0.00	0.56	DFT0001613
00266	I.R.S.	04/09/2020	Bank Draft	0.00	502.20	DFT0001614
00769	Laborers Trust Fund of Northern CA	04/10/2020	Bank Draft	0.00	28,094.00	DFT0001615
00256	PERS Retirement	04/10/2020	Bank Draft	0.00	15,212.02	DFT0001616
00266	I.R.S.	04/24/2020	Bank Draft	0.00	11,666.15	DFT0001618
00266	I.R.S.	04/24/2020	Bank Draft	0.00	2,490.56	DFT0001619
00267	Employment Development Dept.	04/24/2020	Bank Draft	0.00	4,356.23	DFT0001620
00266	I.R.S.	04/24/2020	Bank Draft	0.00	363.38	DFT0001621
00768	ICMA	04/24/2020	Bank Draft	0.00	2,520.09	DFT0001622
00256	PERS Retirement	04/24/2020	Bank Draft	0.00	14,724.66	DFT0001632
Total Bank Draft:				0.00	100,268.90	

	Bank Code APBNK	Summary		
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	116	81	0.00	630,220.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	24	16	0.00	100,268.90
EFT's	0	0	0.00	0.00
	140	98	0.00	730,489.84

EXHIBIT 26-B

122

Check Report

Date Range: 04/01/2020 - 04/30/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: REBATES-02-Rebates: Use Only For Rebates						
Payment Type: Regular						
19441	Kari Brown	04/23/2020	Regular	0.00	-150.00	36518
Total Regular:				0.00	-150.00	

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	1	0.00	-150.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	0	1	0.00	-150.00

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	116	81	0.00	630,220.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-150.00
Bank Drafts	24	16	0.00	100,268.90
EFT's	0	0	0.00	0.00
	140	99	0.00	730,339.84

Fund Summary

Fund	Name	Period	Amount
99	POOL CASH FUND	4/2020	730,339.84
			730,339.84

EXHIBIT 26-C

Monterey Peninsula Water Management Dist

Payroll Bank Transaction Report

By Payment Number

Date: 4/1/2020 - 4/30/2020

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
5022	04/10/2020	Regular	1024	Stoldt, David J	0.00	5,742.47	5,742.47
5023	04/10/2020	Regular	1025	Tavani, Arlene M	0.00	2,170.62	2,170.62
5024	04/10/2020	Regular	1044	Bennett, Corryn D	0.00	2,070.81	2,070.81
5025	04/10/2020	Regular	1018	Prasad, Suresh	0.00	4,019.48	4,019.48
5026	04/10/2020	Regular	1019	Reyes, Sara C	0.00	1,832.10	1,832.10
5027	04/10/2020	Regular	1075	Valencia, Mariel C	0.00	1,540.71	1,540.71
5028	04/10/2020	Regular	1042	Hamilton, Maureen C.	0.00	3,375.03	3,375.03
5029	04/10/2020	Regular	6063	Hampson, Larry M	0.00	2,237.56	2,237.56
5030	04/10/2020	Regular	1009	James, Gregory W	0.00	3,189.33	3,189.33
5031	04/10/2020	Regular	1011	Lear, Jonathan P	0.00	4,986.09	4,986.09
5032	04/10/2020	Regular	1012	Lindberg, Thomas L	0.00	2,605.04	2,605.04
5033	04/10/2020	Regular	1043	Suwada, Joseph	0.00	1,961.38	1,961.38
5034	04/10/2020	Regular	1045	Atkins, Daniel N	0.00	1,917.30	1,917.30
5035	04/10/2020	Regular	1004	Chaney, Beverly M	0.00	2,621.31	2,621.31
5036	04/10/2020	Regular	1005	Christensen, Thomas T	0.00	4,338.06	4,338.06
5037	04/10/2020	Regular	1007	Hamilton, Cory R	0.00	2,306.54	2,306.54
5038	04/10/2020	Regular	1048	Lumas, Eric M	0.00	1,765.97	1,765.97
5039	04/10/2020	Regular	6068	Marvin, Richard B	0.00	507.92	507.92
5040	04/10/2020	Regular	6047	Rodriguez, Isaac	0.00	528.14	528.14
5041	04/10/2020	Regular	1001	Bravo, Gabriela D	0.00	2,528.83	2,528.83
5042	04/10/2020	Regular	1076	Jakic, Tricia	0.00	2,288.30	2,288.30
5043	04/10/2020	Regular	1010	Kister, Stephanie L	0.00	2,621.28	2,621.28
5044	04/10/2020	Regular	1017	Locke, Stephanie L	0.00	3,568.58	3,568.58
5045	04/10/2020	Regular	1040	Smith, Kyle	0.00	2,231.12	2,231.12
5046	04/10/2020	Regular	1047	Timmer, Christopher	0.00	2,135.22	2,135.22
5047	04/09/2020	Regular	7015	Adams, Mary L	0.00	348.14	348.14
5048	04/09/2020	Regular	7014	Evans, Molly F	0.00	490.46	490.46
5049	04/09/2020	Regular	7017	Hoffmann, Gary D	0.00	374.02	374.02
5050	04/09/2020	Regular	7018	Riley, George T	0.00	498.69	498.69
5051	04/24/2020	Regular	1024	Stoldt, David J	0.00	5,742.48	5,742.48
5052	04/24/2020	Regular	1025	Tavani, Arlene M	0.00	2,170.64	2,170.64
5053	04/24/2020	Regular	1044	Bennett, Corryn D	0.00	2,070.82	2,070.82
5054	04/24/2020	Regular	1018	Prasad, Suresh	0.00	4,019.49	4,019.49
5055	04/24/2020	Regular	1019	Reyes, Sara C	0.00	1,832.10	1,832.10
5056	04/24/2020	Regular	1075	Valencia, Mariel C	0.00	1,540.71	1,540.71
5057	04/24/2020	Regular	1042	Hamilton, Maureen C.	0.00	3,375.06	3,375.06
5058	04/24/2020	Regular	6063	Hampson, Larry M	0.00	2,049.91	2,049.91
5059	04/24/2020	Regular	1009	James, Gregory W	0.00	3,189.34	3,189.34
5060	04/24/2020	Regular	1011	Lear, Jonathan P	0.00	4,121.62	4,121.62
5061	04/24/2020	Regular	1012	Lindberg, Thomas L	0.00	2,605.04	2,605.04
5062	04/24/2020	Regular	1043	Suwada, Joseph	0.00	1,961.39	1,961.39
5063	04/24/2020	Regular	1045	Atkins, Daniel N	0.00	1,917.30	1,917.30
5064	04/24/2020	Regular	1004	Chaney, Beverly M	0.00	2,621.33	2,621.33
5065	04/24/2020	Regular	1005	Christensen, Thomas T	0.00	3,591.09	3,591.09
5066	04/24/2020	Regular	1007	Hamilton, Cory R	0.00	2,306.54	2,306.54
5067	04/24/2020	Regular	1048	Lumas, Eric M	0.00	1,765.98	1,765.98
5068	04/24/2020	Regular	6068	Marvin, Richard B	0.00	101.58	101.58
5069	04/24/2020	Regular	6047	Rodriguez, Isaac	0.00	190.71	190.71
5070	04/24/2020	Regular	1001	Bravo, Gabriela D	0.00	2,528.84	2,528.84
5071	04/24/2020	Regular	1076	Jakic, Tricia	0.00	2,288.32	2,288.32
5072	04/24/2020	Regular	1010	Kister, Stephanie L	0.00	2,621.28	2,621.28
5073	04/24/2020	Regular	1017	Locke, Stephanie L	0.00	3,568.58	3,568.58
5074	04/24/2020	Regular	1040	Smith, Kyle	0.00	2,231.13	2,231.13
5075	04/24/2020	Regular	1047	Timmer, Christopher	0.00	2,135.22	2,135.22
36947	04/09/2020	Regular	7007	Byrne, Jeanne	747.47	0.00	747.47
36948	04/09/2020	Regular	7009	Edwards, Alvin	809.88	0.00	809.88

EXHIBIT 26-C					126		
Payment Number	Payment Date	Payment Type	Employee Number	Employee Name	Check Amount	Direct Deposit Amount	Total Payment
36949	04/09/2020	Regular	7004	Potter, David L	348.14	0.00	348.14
Total:					1,905.49	129,347.00	131,252.49



MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH APRIL 30, 2020

	Mitigation	Conservation	Water Supply	Current Period Activity	FY 2019/2020 Year-to-Date Actual	FY 2019/2020 Annual Budget	Prior FY Year-to-Date Actual
REVENUES							
Property taxes	\$ -	\$ 118,903	\$ 856,104	\$ 975,007	\$ 2,114,512	\$ 2,050,000	\$ 1,969,406
Water supply charge	-	-	1,354,183	1,354,183	3,305,647	3,400,000	3,337,566
User fees	243,525	93,201	56,782	393,508	3,764,735	5,000,000	3,418,507
Mitigation revenue	-	-	-	-	-	-	-
Capacity fees	-	-	8,498	8,498	477,179	400,000	535,007
Permit fees	-	7,024	-	7,024	165,220	231,000	227,926
Investment income	13,419	12,757	55,061	81,237	240,888	180,000	201,958
Miscellaneous	-	-	-	-	6,221	15,000	1,666
Sub-total district revenues	256,944	231,885	2,330,628	2,819,457	10,074,401	11,276,000	9,692,037
Project reimbursements	-	22,221	-	22,221	1,580,400	1,411,000	310,765
Legal fee reimbursements	-	300	-	300	1,650	16,000	3,600
Grants	3,624	-	-	3,624	263,701	468,000	1,170,008
Recording fees	-	1,650	-	1,650	29,980	6,000	4,092
Sub-total reimbursements	3,624	24,171	-	27,795	1,875,732	1,901,000	1,488,464
Reserves	-	-	-	-	-	4,862,350	-
Total revenues	260,568	256,056	2,330,628	2,847,252	11,950,133	18,039,350	11,180,501
EXPENDITURES							
Personnel:							
Salaries	65,995	40,311	78,422	184,729	2,078,356	2,754,600	2,086,236
Retirement	5,762	3,528	6,970	16,259	525,142	593,500	470,273
Unemployment Compensation	-	-	-	-	3,417	3,000	2,649
Auto Allowance	92	92	277	462	4,847	6,000	4,847
Deferred Compensation	143	143	429	714	7,500	9,400	7,439
Temporary Personnel	-	-	-	-	58,961	55,100	58,825
Workers Comp. Ins.	1,878	156	1,382	3,416	39,785	71,300	42,550
Employee Insurance	15,009	9,590	14,332	38,931	372,823	479,100	355,178
Medicare & FICA Taxes	1,302	649	1,268	3,218	39,157	49,100	35,383
Personnel Recruitment	-	-	-	-	649	3,000	912
Other benefits	-	-	-	-	1,277	1,500	976
Staff Development	41	26	423	490	9,026	28,500	12,525
Sub-total personnel costs	90,222	54,494	103,503	248,219	3,140,940	4,054,100	3,077,793
Services & Supplies:							
Board Member Comp	1,049	1,008	1,048	3,105	29,025	33,900	23,760
Board Expenses	-	-	-	-	9,150	5,100	6,682
Rent	985	230	915	2,130	21,550	23,200	18,173
Utilities	744	453	605	1,802	25,279	33,200	25,057
Telephone	3,216	1,549	1,493	6,257	35,676	50,700	57,863
Facility Maintenance	982	623	790	2,395	60,293	41,200	30,525
Bank Charges	655	416	528	1,598	14,648	3,900	4,823
Office Supplies	991	629	798	2,418	13,709	17,400	10,811
Courier Expense	241	153	194	589	5,300	6,100	3,240
Postage & Shipping	-	-	-	-	3,228	6,800	3,199
Equipment Lease	356	226	286	868	10,432	13,900	11,012
Equip. Repairs & Maintenance	-	-	-	-	5,824	7,000	4,664
Photocopy Expense	-	-	-	-	-	-	-
Printing/Duplicating/Binding	-	-	-	-	-	500	32
IT Supplies/Services	6,804	4,315	5,476	16,595	189,327	150,000	125,781
Operating Supplies	40	1,447	-	1,487	13,033	16,900	11,653
Legal Services	8,549	6,085	7,952	22,586	178,246	400,000	265,356



MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH APRIL 30, 2020

	Mitigation	Conservation	Water Supply	Current Period Activity	FY 2019/2020 Year-to-Date Actual	FY 2019/2020 Annual Budget	Prior FY Year-to-Date Actual
Professional Fees	6,452	4,092	5,193	15,738	250,425	360,600	265,292
Transportation	516	38	113	667	24,915	35,000	20,829
Travel	567	-	-	567	12,907	31,100	21,149
Meeting Expenses	-	-	-	-	8,696	6,100	2,716
Insurance	2,397	1,520	1,930	5,847	58,570	65,100	50,025
Legal Notices	65	41	52	158	158	3,100	-
Membership Dues	-	-	-	-	32,794	33,400	31,771
Public Outreach	-	-	-	-	3,040	2,500	1,974
Assessors Administration Fee	-	2,447	26,115	28,562	28,562	20,000	19,947
Miscellaneous	-	-	-	-	379	3,000	17,071
Sub-total services & supplies costs	34,610	25,270	53,488	113,368	1,035,163	1,369,700	1,033,405
Project expenditures	38,552	32,261	502,579	573,392	4,472,517	11,550,000	4,034,697
Fixed assets	4,403	2,792	3,544	10,738	41,391	213,900	318,297
Contingencies	-	-	-	-	-	70,000	-
Election costs	-	-	-	-	-	-	221,004
Debt service: Principal	-	-	-	-	-	-	-
Debt service: Interest	-	-	-	-	63,748	230,000	65,400
Flood drought reserve	-	-	-	-	-	-	-
Capital equipment reserve	-	-	-	-	-	49,500	-
General fund balance	-	-	-	-	-	302,150	-
Pension reserve	-	-	-	-	-	100,000	-
OPEB reserve	-	-	-	-	-	100,000	-
Other	-	-	-	-	-	-	-
Total expenditures	167,787	114,817	663,113	945,717	8,753,760	18,039,350	8,750,596
Excess (Deficiency) of revenues over expenditures	\$ 92,781	\$ 141,239	\$ 1,667,515	\$ 1,901,535	\$ 3,196,373	\$ -	\$ 2,429,906

ADMINISTRATIVE COMMITTEE

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

Meeting Date:	June 9, 2020	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Suresh Prasad	Cost Estimate:	N/A

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020.

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

SUMMARY: Attached for review is **Exhibit 27-A**, monthly status report on contracts over \$25,000 for the period April 2020. This status report is provided for information only, no action is required.

EXHIBIT

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

EXHIBIT 27-A

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**Monterey Peninsula Water Management District
Status on District Open Contracts (over \$25K)
For The Period April 2020**

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	De Lay & Laredo	Measure J/Rule 19.8 Appraisal/Rate Study Phase II	12/16/2019	\$ 200,000.00	\$ 54,431.25		\$ 54,431.25		PO02282
2	De Lay & Laredo	Measure J/Rule 19.8 Operations Plan - Phase II	12/16/2019	\$ 145,000.00	\$ -		\$ -		PO02281
3	University of California, Berkeley	Hastings Ford Removal on Finch Creek	3/16/2020	\$ 100,000.00	\$ -		\$ -		PO02277
4	De Lay & Laredo	Measure J/Rule 19.8 CEQA Services Consultant	12/16/2019	\$ 129,928.00	\$ 25,985.00	\$ 12,481.50	\$ 38,466.50	Current period billing for CEQA work related to phase 2 Measure J	PO02273
5	AM Conservation Group, Inc.	Conservation supplies	2/19/2020	\$ 25,815.00	\$ 25,374.45		\$ 25,374.45		PO02261
6	Rutan & Tucker, LLP	Rule 19.8 Eminent Domain Legal Services - Phase II	12/16/2019	\$ 200,000.00	\$ 1,648.50	\$ 34,087.50	\$ 35,736.00	Current period billing for eminent domain work related to phase 2 Measure J	PO02236
7	Norton Rose Fulbright	Cal-Am Desal Structuring & Financing Order	4/20/2015	\$ 307,103.13	\$ 38,557.29		\$ 38,557.29		PO02197
8	Pueblo Water Resources, Inc.	ASR SMWTF Engineering Services During Construction	10/21/2019	\$ 148,100.00	\$ 79,104.63	\$ 11,643.79	\$ 90,748.42	Current period billing related to ASR engineering services	PO02163
9	Specialty Construction, Inc.	ASR SMWTF Construction	10/21/2019	\$ 4,649,400.00	\$ 826,994.00	\$ 244,684.91	\$ 1,071,678.91	Current period billing related to ASR construction management services	PO02162
10	Psomas	ASR Construction Management Services	8/19/2019	\$ 190,280.00	\$ 40,802.00	\$ 8,694.94	\$ 49,496.94	Current period billing related to ASR construction management services	PO02160
11	U.S. Bank Equipment Finance	Copier machine leasing - 60 months	7/15/2019	\$ 52,300.00	\$ 7,024.20	\$ 867.83	\$ 7,892.03	6/30/2024 Current period billing for photocopy machine lease	PO02108
12	Monterey One Water	Supplemental EIR Costs for PWM Expansion Project	3/18/2019	\$ 750,000.00	\$ -		\$ -		PO02095
13	Monterey One Water	Pre-Construction Costs for PWM Expansion Project	11/13/2017	\$ 360,000.00	\$ 312,617.94		\$ 312,617.94		PO02094
14	Deveera Inc.	IT Managed Services	9/16/2019	\$ 46,120.00	\$ 32,284.00	\$ 4,612.00	\$ 36,896.00	6/30/2020 Current period billing for IT managed services	PO02091
15	Hopkins Technical Products, Inc.	ASR Chemical feed skids	8/11/2019	\$ 96,563.14	\$ -	\$ 81,716.16	\$ 81,716.16	Current period billing for ASR treatment bldg equipment purchase	PO02071
16	Lynx Technologies, Inc	Geographic Information Systems contractual services	6/17/2019	\$ 35,000.00	\$ 15,300.00		\$ 15,300.00		PO02065
17	Regional Government Services	Human Resouces contractual services	6/17/2019	\$ 70,000.00	\$ 33,437.25	\$ 2,588.60	\$ 36,025.85	Current period hr services	PO02064
18	Pueblo Water Resources, Inc.	ASR operations support	7/15/2019	\$ 70,000.00	\$ 9,593.48		\$ 9,593.48		PO02063
19	MBAS	ASR Water Quality	7/15/2019	\$ 60,000.00	\$ 27,243.00	\$ 1,295.00	\$ 28,538.00	Current period billing for ASR water quality testing	PO02062
20	TBC Communications & Media	Public Outreach services retainer	6/17/2019	\$ 42,000.00	\$ 28,000.00		\$ 28,000.00		PO02055
21	The Ferguson Group LLC	2019-20 - Legislative and Administrative Services	6/17/2019	\$ 100,000.00	\$ 72,876.24	\$ 8,149.13	\$ 81,025.37	Current period retainer	PO02028
22	John Arriaga	Contract for Legislative and Administrative Services - FY 19-20	6/17/2019	\$ 35,000.00	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00	Current & prior period retainer	PO02026
23	DUDEK	Consulting Services for Prop 1 grant proposal	4/15/2019	\$ 95,600.00	\$ 94,315.05		\$ 94,315.05		PO01986
24	Denise Duffy & Associates	Consulting Services IRWM plan update	12/17/2018	\$ 55,000.00	\$ 53,322.32		\$ 53,322.32		PO01985
25	United States Geologic Survey	Carmel River Basin Hydrologic Model	3/18/2019	\$ 75,000.00	\$ 55,227.50	\$ 19,772.50	\$ 75,000.00	Current period billing related to carmel river model work	PO01973
26	Pueblo Water Resources, Inc.	Design water treatment facilities ASR Santa Margarita	2/21/2019	\$ 300,662.00	\$ 299,684.94	\$ 977.06	\$ 300,662.00	Current period billing for ASR treatment bldg design services	PO01912

EXHIBIT 27-A

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**Monterey Peninsula Water Management District
Status on District Open Contracts (over \$25K)
For The Period April 2020**

				Prior Period	Total					
Contract	Description	Date	Contract	Expended	Current Period	Expended	Expected			P.O.
		Authorized	Amount	To Date	Spending	To Date	Completion	Current Period Acitivity	Number	
27	Colantuono, Highsmith, & Whatley, PC	Legal Services for MCWD vs PUC Matter for FY 2018-2019	7/1/2018	\$ 60,000.00	\$ 54,628.80		\$ 54,628.80	6/30/2020		PO01874
28	Ecology Action of Santa Cruz	IRWM HEART Grant	4/16/2018	\$ 152,600.00	\$ 86,362.33		\$ 86,362.33			PO01824
29	Pueblo Water Resources, Inc.	ASR Backflush Basin Expansion, CM services	7/16/2018	\$ 96,034.00	\$ 68,919.39		\$ 68,919.39			PO01778
30	Rural Community Assistance Corporation	IRWM DAC Needs Assessment	4/16/2018	\$ 100,000.00	\$ 61,705.57		\$ 61,705.57			PO01777
31	Mercer-Fraser Company	Sleepy Hollow Intake upgrade project	7/16/2018	\$ 1,802,835.00	\$ 1,786,834.91		\$ 1,786,834.91			PO01726
32	Fort Ord Reuse Authority	ASR Backflush basin expansion project UXO support	7/16/2018	\$ 55,215.00	\$ 8,241.72		\$ 8,241.72			PO01686
33	Pueblo Water Resources, Inc.	ASR operations support	1/24/2018	\$ 70,000.00	\$ 68,652.56		\$ 68,652.56			PO01645
34	Pueblo Water Resources, Inc.	Seaside Groundwater Basin Geochemical Study	1/24/2018	\$ 68,679.00	\$ 36,795.25		\$ 36,795.25			PO01628
35	Big Sur Land Trust	Update of the IRWMP Plan	4/16/2018	\$ 34,000.00	\$ 12,305.67		\$ 12,305.67			PO01620
36	Pueblo Water Resources, Inc.	SSAP Water Quality Study	8/21/2017	\$ 94,437.70	\$ 44,318.11		\$ 44,318.11			PO01510
37	Normandeau Associates, Inc.	Assistance with IFIM Study	11/13/2017	\$ 35,000.00	\$ 24,050.00		\$ 24,050.00			PO01509
38	Accela Inc.	Acquisition of Water Demand Database System	11/13/2017	\$ 676,377.00	\$ 669,227.81		\$ 669,227.81	6/30/2020		PO01471
39	Balance Hydrologics, Inc	Design Work for San Carlos Restoration Project	6/19/2017	\$ 51,360.00	\$ 50,894.32		\$ 50,894.32			PO01321
40	AECOM Technical Services, Inc.	Los Padres Dam Alternatives Study	1/25/2017	\$ 700,700.00	\$ 505,766.50		\$ 505,766.50			PO01268
41	Denise Duffy & Assoc. Inc.	MMRP Services for Monterey Pipeline	1/25/2017	\$ 80,000.00	\$ 73,144.06		\$ 73,144.06			PO01202
42	Goodin,MacBride,Squeri,Day,Lamprey	User Fee PUC Proceedings Legal Fee	7/1/2016	\$ 50,000.00	\$ 33,411.85		\$ 33,411.85	6/30/2020		PO01100
43	Whitson Engineers	Carmel River Thawleg Survey	9/19/2018	\$ 52,727.43	\$ 49,715.00		\$ 49,715.00			PO01076
44	HDR Engineering, Inc.	Los Padres Dam Fish Passage Study	4/18/2016	\$ 310,000.00	\$ 295,003.20		\$ 295,003.20			PO01072
45	Michael Hutnak	GS Flow Modeling for Water Resouces Planning	8/19/2013	\$ 71,800.00	\$ 55,940.00	\$ 8,140.00	\$ 64,080.00		Current period billing related to carmel river GS flow modeling work	PO00123
46	Justin Huntington	GS Flow Modeling for Water Resouces Planning	8/19/2013	\$ 59,480.00	\$ 53,918.98		\$ 53,918.98			PO00122

ADMINISTRATIVE COMMITTEE

28. STATUS REPORT ON MEASURE J/RULE 19.8 PHASE II SPENDING

Meeting Date:	June 9, 2020	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Suresh Prasad	Cost Estimate:	N/A

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020.

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

SUMMARY: Attached for review is **Exhibit 28-A**, monthly status report on Measure J/Rule 19.8 Phase II spending for the period April 2020. This status report is provided for information only, no action is required.

EXHIBIT

28-A Status on Measure J/Rule 19.8 Spending

**Monterey Peninsula Water Management District
Status on Measure J/Rule 19.8 Spending Phase II
For the Period April 2020**

	Contract	Date Authorized	Contract Amount	Prior Period Spending	Current Period Spending	Total Expended To Date	Spending Remaining	Project No.
1	Eminent Domain Legal Counsel	12/16/2019	\$ 225,000.00	\$ 1,648.50	\$ 34,087.50	\$ 35,736.00	\$ 189,264.00	PA00005-01
2	CEQA Work	12/16/2019	\$ 129,928.00	\$ 25,985.00	\$ 12,481.50	\$ 38,466.50	\$ 91,461.50	PA00005-02
3	Appraisal Services	12/16/2019	\$ 200,000.00	\$ 54,431.25		\$ 54,431.25	\$ 145,568.75	PA00005-03
4	Operations Plan	12/16/2019	\$ 145,000.00	\$ -		\$ -	\$ 145,000.00	PA00005-04
5	District Legal Counsel	12/16/2019	\$ 40,000.00	\$ 13,416.02	\$ 5,125.51	\$ 18,541.53	\$ 21,458.47	PA00005-05
6	MAI Appraiser	12/16/2019	\$ 35,000.00	\$ -		\$ -	\$ 35,000.00	PA00005-06
7	Jacobs Engineering	12/16/2019	\$ 87,000.00	\$ -		\$ -	\$ 87,000.00	PA00005-07
6	Contingency/Miscellaneous/Uncommitted	12/16/2019	\$ 379,072.00	\$ -		\$ -	\$ 379,072.00	PA00005-20
	Total		\$ 1,241,000.00	\$ 95,480.77	\$ 51,694.51	\$ 147,175.28	\$ 1,093,824.72	

ADMINISTRATIVE COMMITTEE

29. MONTHLY PROGRESS REPORT – SANTA MARGARITA WATER TREATMENT FACILITY

Meeting Date:	June 9, 2020	Budgeted:	N/A
From:	David J. Stoldt General Manager	Program/ Line Item:	N/A
Prepared By:	Maureen Hamilton	Cost Estimate:	N/A

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on June 9, 2020.

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

SUMMARY: This progress report is provided for information only, no action is required.

Work conducted after the previous progress report:

- Completed concrete masonry unit block installation
- Completed hollow core concrete plank roof and topping slab installation
- Installing roof facade and HVAC
- Installed cellar coatings
- Installed 30” meter vault
- Installed northern 30” pipe to tie-in point
- Installed underground piping manifolds
- Isolated the site in preparation for tie-in to existing distribution lines
- Ninety-two submittals have been received; eighty-five of those submittals have been closed.

Five additional change orders totaling \$22,709.78 are in progress:

1. West elevation door changes, \$9,553.58
2. Grouting double door after block installation, \$2,451.00
3. 16” tie-in due to unforeseen conditions including 25’ excavation, pipe, and fittings, \$15,716.71
4. Alternate roof sheathing, \$1,704.49
5. Wrought iron gate, (-\$6,716.00)

The May critical path schedule update shows a 7 working day delay compared to the baseline schedule; primarily due to the 12 working day door frame, 10 working day chemical tank, and 43 working day flow meter COVID-19 related delays. The schedule update indicates that the facility will be ready for Cal Am to startup and test the facility beginning August 3, 2020 and the Contractor continues to re-order work to minimize schedule impact due to COVID-19. An executive schedule will be created after the remaining COVID-19 related delays are quantified.

EXPENDITURES:

	Board Authorization	Commitments	Remaining
Base Contract	\$4,797,500.00	\$1,071,678.91 (22%) ¹	\$4,165,002.20
Contingency (10%) ¹	\$479,750.00	\$69,785.20 (1.45%) ¹	\$409,964.80

EXHIBIT

None

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¹ Percent of contract

This meeting has been noticed according to the Brown Act rules. The Board of Directors meets regularly on the third Monday of each month, except in January, February. The meetings begin at 6:00 PM.



DRAFT AGENDA (Current 6/4/20)
Regular Meeting
Board of Directors
Monterey Peninsula Water Management District

Monday, June 15, 2020, 6:00 PM, Virtual Meeting

Pursuant to Governor Newsom's Executive Orders N-29-20 and N-33-20, and to do all we can to help slow the spread of COVID-19 (coronavirus), meetings of the Monterey Peninsula Water Management District Board of Directors and committees will be conducted with virtual (electronic) participation only using WebEx.

Join the meeting at this link: _____
 Or join at mpwmd.webex.com.
 Meeting number: _____
 Meeting password: _____
 Participate by phone: 1-877-668-4493

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 the Peninsula Channel

Staff notes will be available on the District web site at
<http://www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendas-calendar/>
 by 5 PM on Thursday, June 11, 2020

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

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

Board of Directors

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

General Manager
 David J. Stoldt

This agenda was posted at the District office at 5 Harris Court, Bldg. G Monterey on Thursday, _____. Staff reports regarding these agenda items will be available for public review on _____ at the District office and at the Carmel, Carmel Valley, Monterey, Pacific Grove and Seaside libraries. After staff reports have been distributed, if additional documents are produced by the District and provided to a majority of the Board regarding any item on the agenda, they will be available at the District office during normal business hours, and posted on the District website at www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendas-calendar/. Documents distributed at the meeting will be made available in the same manner. The next Regular meeting of the Board is set for on July 20, 2020 at 6 pm.

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. Unless noted with double asterisks "***", Consent Calendar items do not constitute a project as defined by CEQA Guidelines section 15378. **NOTE: Consent items pulled for separate consideration (except items 2, 3 and 4) will be deferred for discussion and action to the July 20, 2020 Board meeting. If Consent Items 2, 3, or 4 are pulled, each will be discussed and acted upon immediately following approval of non-pulled Consent items.**

1. Consider Adoption of Minutes of the May 18, 2020 Regular Board Meetings
2. Consider Adoption of Resolution 2020-07 Calling an Election for Directors in Voter Divisions 3, 4 and 5 on November 3, 2020, and Approve Services Agreement with Election Department
3. Approve Expenditure of IRWM Grant Funds for Rippling River Center Retrofits and Distribution of Remaining Grant Funds to City of Monterey Stormwater Project
4. Recommend the Board Consider an Increase in the Budget for Appraisal Services for Measure J Phase 2 Activities
5. Consider Authorizing the General Manager to Enter into Unexploded Ordnance Support Contractors for the Santa Margarita ASR Project
6. Consider Approval of Amendment No. 4 to Agreement with Regional Government Services Authority for Management and Administrative Services
7. Authorize Funds to Contract for District Engineer
8. Consider Expenditure for Temporary Agency Employee to Assist with Document Scanning for All District Divisions During FY 2020-2021
9. Consider Approval of Agreement with Lynx Technologies for Geographic Information System (GIS) Services
10. Authorize Funds to Contract for Limited-Term Field Positions during FY 2020-21
11. Consider Approval of Three Temporary Field Staff Positions Funded Through an Interagency Contract between MPWMD and NMFS to Provide for Cooperative Research and Monitoring Project
12. Authorize Renewal of Standard License Agreement with CoreLogic Information Solutions, Inc.
13. Authorize Expenditure for Software Maintenance Agreements
14. Approve Expenditure to Corporation Service Company - Recording Fees
15. Consider Renewal of Contract with JEA & Associates for Legislative and Administrative Services
16. Consider Renewal of Contract with Ferguson Group for Legislative and Administrative Services
17. Consider Renewal of Contract with Pueblo Water Resources to Provide Hydrogeologic Review for Water Distribution System Permits
18. Consider Authorizing Pueblo Water Resources to Provide Operational Support for Aquifer Storage and Recovery for Water Year 2021
19. Consider Authorizing Monterey Bay Analytical Services to Provide Laboratory Support for Aquifer Storage and Recovery Water Quality Monitoring
20. Consider Authoring Monterey Bay Analytical Services to Provide Laboratory Support for Watermaster Water Quality Monitoring
21. Consider Approving 3-Year Agreement with DeVeera, Inc. for Information Technology Services
22. Consider Authorization to Contract with Hayashi Wayland to Conduct Annual Financial Audit for Fiscal Years Ending 2020, 2021, and 2022
23. Consider Adoption of Resolution 2020-08 Amending Fees and Charges Table – Rule 60
24. Consider Adoption of Resolution 2020-09 Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property-Related Fees and Charges
25. Consider Adoption of Resolution 2020-10 Establishing Article XIII(B) Fiscal Year 2020-21 Appropriations Limit
26. Consider Adoption of Resolution 2020-11 Update to Rule 24, Table 3, Capacity Fee History
27. Consider Adoption of Treasurer's Report for April 2020

GENERAL MANAGER'S REPORT

- 28. Status Report on California American Water Compliance with State Water Resources Control Board Order 2016-0016 and Seaside Groundwater Basin Adjudication Decision
- 29. Update on Progress re Phase 2 of Measure J Activities

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

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

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

- 31. **Consider Adoption of July through September 2020 Quarterly Water Supply Strategy and Budget**

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 2020. 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 comment to three (3) minutes per item

- 32. **Consider Adoption of Proposed FY 2020-2021 MPWMD Budget and Resolution 2020-06**
Action: The Board will consider adoption of the Fiscal Year 2020-21 MPWMD Budget and the corresponding resolution 2020-06 that would confirm their action.

- 33. **Consider Sending a Letter to the California Coastal Commission for Consideration of the Monterey Peninsula Water Supply Project**

Action: The Board will consider sending a letter to the California Coastal Commission in advance of its public hearing (not yet scheduled) regarding issuance of a Coastal Development Permit for the Monterey Peninsula Water Supply Project.

- 34. **Board Review and Action Related to Recent Correspondence Sent to Monterey One Water**

Action: The Board will review its options and decide if any action should be taken regarding the May 1, 2020 correspondence to Monterey One Water.

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.

- 35. Report on Activity/Progress on Contracts Over \$25,000
- 36. Status Report on Measure J/Rule 19.8 Phase II Spending
- 37. Monthly Progress Report – Santa Margarita Water Treatment Facility
- 38. Letters Received
- 39. Committee Reports
- 40. Monthly Allocation Report
- 41. Water Conservation Program Report
- 42. Carmel River Fishery Report for June 2020
- 43. Monthly Water Supply and California American Water Production Report

ADJOURN TO CLOSED SESSION

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

Public comment on the closed session items will be received during Oral Communications – see the open session agenda.

1. Anticipated Initiation of Litigation by MPWMD - CA Government Code Sec. 54956.9(g) – One Case

The MPWMD Board will continue its conference with legal counsel on whether to protect its rights and interests by initiating litigation against Monterey One Water related to actions taken and responses given on the Pure Water Monterey Expansion SEIR.

ADJOURNMENT

Board Meeting Schedule			
Monday, July 20, 2020	Regular Board Meeting	6:00 pm	Location to be Determined
Monday, August 17, 2020	Regular Board Meeting	6:00 pm	Location to be Determined
Monday, September 21, 2020	Regular Board Meeting	6:00 pm	Location to be Determined

Upon request, MPWMD will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services to enable individuals with disabilities to participate in public meetings. MPWMD will also make a reasonable effort to provide translation services upon request. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service by noon on Friday, June 12, 2020. Requests should be sent to the Board Secretary at arlene@mpwmd.net or call 831-658-5652.

Board Meeting Television and On-Line Broadcast Schedule View Live Webcast at https://accessmediaproductions.org/ scroll to the bottom of the page and select the Peninsula Channel	
Television Broadcast	Viewing Area
Comcast Ch. 25 (Monterey Channel), Mondays view live broadcast on meeting dates, and replays on Mondays, 7 pm through midnight	City of Monterey
Comcast Ch. 28, Mondays, replays 7 pm and Saturdays 9 am	Throughout the Monterey County Government Television viewing area.
For Xfinity subscribers, go to https://www.xfinity.com/support/local-channel-lineup/ or https://www.xfinity.com/stream/listings - enter your address for the listings and channels specific to your city.	Pacific Grove, Pebble Beach, Sand City, Seaside, Monterey
Internet Broadcast	
Replays – Mondays, 4 pm to midnight at https://accessmediaproductions.org/ scroll to Peninsula Channel	
Replays – Mondays, 7 pm and Saturdays, 9 am www.mgtvonline.com	
On demand – three days following meeting date https://videoplayer.telvue.com/player/m_3HX6961GRMsvkqSCdwmGeJ8rwpRZrR/playlists/6023/media/514239?sequenceNumber=1&autostart=true&showtabssearch=true	
YouTube – available five days following meeting date - https://www.youtube.com/channel/UCg-2VgzLBmgV8AaSK67BBRg	

Instructions for Connecting to the WebEx Meeting

Note: If you have not used WebEx previously, when you begin connecting to the meeting you may be asked to download the app. See the instructions below. If you do not have a computer, you can participate by phone only.

Begin: Within 10 minutes of the meeting start time from your computer click on this link _____ Or go to: mpwmd.webex.com.

Under “Join a Meeting” enter the meeting number _____, hit the enter key and when prompted enter the meeting password _____, click “Next” and see the dropdown menu at the bottom of the screen “Use computer for audio” and select the method you will use to hear the meeting – see below.

1) Audio and video connection from computer with WebEx app – view participants/materials on your screen

Click on the “Use computer for audio” drop down list
Click “Join Meeting”
Once in the meeting, mute your microphone.
Turn your microphone on when it is your turn to speak.

2) View material on your computer screen and listen to audio on your phone

From the “Use computer for Audio” drop down list select “Call In”
Click on “Join Meeting” / You will see a toll-free telephone number, access code, and attendee ID # -- enter these numbers on your phone.
Mute the microphone on your computer.
Disable computer speakers using the Settings menu.

3) Join by phone only (no computer) dial 1-877-668-4493 and use the meeting number above.

Protocol for Meetings Conducted by Teleconference

- 1) The Chair will call the meeting to order.
- 2) Receipt of Public Comment – the Chair will ask for comments from the public on all items. Limit your comment to 3 minutes.
 - (a) Computer Audio Connection: Select the “raised hand” icon. When you are called on to speak, please identify yourself.
 - (b) Phone audio connection: Press *9. Wait for the clerk to unmute your phone and then identify yourself and provide your comment. Press *9 to end the call.
- 3) For Action and Discussion Items the Chair will receive a presentation from staff and the Directors may ask questions. Following the question and answer period, the Chair will ask for comments from the public.

Submit Oral or Written Comments

If you are unable to participate via telephone or computer to present oral comments, you may also submit your comments by e-mailing them 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”. Comments must be received by 12:00 p.m. on Monday, June 15, 2020. Comments submitted by noon will be provided to the Board of Directors and may be read into the record and will be compiled as part of the record.