

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



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

August 12, 2024 at 2:00 PM [PST]

Meeting Location: MPWMD -- Main Conference Room
5 Harris Court, Building G, Monterey, CA 93940

[This is an In-Person meeting. Remote participation may be offered via Zoom, but this is optional as connectivity cannot be assured and thus is not a necessary requisite for the meeting to proceed in-person.]

To join by Zoom, please click the link below:
<https://mpwmd-net.zoom.us/j/88298263425?pwd=NtoMWox7zp3cD9JSJjTFfxTeBg3Yec.1>

Or join at: <https://zoom.us/>
Webinar ID: 882 9826 3425
Meeting password: 081224
To Participate by Phone: (669) 900-9128

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

This agenda was posted at the District website (www.mpwmd.net) and at 5 Harris Court, Bldg. G, Monterey, California on Thursday, August 8, 2024. Staff notes will be available on the District website at <https://www.mpwmd.net/who-we-are/committees/board-committees/administrative-committee/> by 5:00 p.m. on Friday, August 9, 2024.

**Finance and Administration
Committee Members:**
George Riley – Chair
Alvin Edwards
Karen Paull

Alternate:
Marc Eisenhart

Staff Contact:
Nishil Bali
Sara Reyes

Call to Order / Roll Call

Additions and Corrections to the Agenda

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

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

1. Consider Adoption of June 10, 2024 Committee Meeting Minutes
2. Consider Recommendation to Authorize a Contract with TM Process & Controls, Inc. to Provide ASR Well Turbidity Control
3. Consider Recommendation to Authorize a Lease for Three Photocopy Machines
4. Consider Adoption of Treasurer’s Report for June 2024
5. Consider Inclusion of California Liquid Assets Securities System and California Assets Management Program in District’s Investment Portfolio

Mission Statement

Sustainably manage and augment the water resources of the Monterey Peninsula to meet the needs of its residents and businesses while protecting, restoring, and enhancing its natural and human environments.

Vision Statement

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

Board's Goals and Objectives

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

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

6. Report on Activity/Progress on Contracts Over \$25,000
7. Status Report on Spending – Public’s Ownership of Monterey Water System

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

8. Review Draft August 19, 2024 Regular Board Meeting Agenda

Suggest Items to be Placed on Future Agendas

Adjournment

Accessibility

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

Provide Public Comment at the Meeting

Attend In-Person

The Finance and Administration Committee meeting will be held in the Main Conference Room at **5 Harris Court, Building G, Monterey, CA 93942** and has limited seating capacity. Face coverings are encouraged, but not required. Please fill out a speaker card for each item you wish to speak on, and place in the speaker card box next to the Committee Clerk.

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

Submission of Public Comment via E-mail

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

Submission of Written Public Comment

All documents submitted by the public must have no less than six (6) copies to be received and distributed by the **Clerk** prior to the Meeting.

Document Distribution

In accordance with Government Code §54957.5, any materials of public record relating to an agenda item for a meeting of a legislative body that is provided to a majority of the members less than 72 hours before the meeting will be made available at the District Office, 5 Harris Court, Building G., Monterey, CA, during normal business hours. Materials of public record that are distributed during the meeting shall be made available for public inspection at the meeting if prepared by the Board or a member of its legislative/advisory body, or the next business day after the meeting if prepared by some other person.

Instructions for Connecting to the **Zoom Meeting**

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

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

To join via Zoom-Teleconferencing, please click the link below:
<https://mpwmd-net.zoom.us/j/88298263425?pwd=NtoMWox7zp3cD9JSJjTFfxTeBg3Yec.1>

Or join at: <https://zoom.us/>
Webinar ID: 882 9826 3425
Meeting password: 081224
To Participate by Phone: (669) 900-9128

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

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

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

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

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

FINANCE AND ADMINISTRATION COMMITTEE**ITEM: ACTION ITEM****1. CONSIDER ADOPTION OF JUNE 10, 2024 COMMITTEE MEETING MINUTES****Meeting Date: August 12, 2024****From: David J. Stoldt,
General Manager****Prepared By: Sara Reyes**

SUMMARY: Draft minutes of the June 10, 2024, Finance and Administration Committee meeting are attached as **Exhibit 1-A**.**RECOMMENDATION:** The Finance and Administration Committee should review the minutes and adopt them by motion.**EXHIBIT****1-A Draft Minutes of June 10, 2024 Committee Meeting**



EXHIBIT 1-A

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

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

Call to Order

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

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

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

District Counsel present: Fran Farina, DeLay & Laredo

Additions / Corrections to Agenda:

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

Comments from the Public:

None

Action Items:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

on a 3 – 0 vote.

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

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

Informational Items:

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

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

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

This item was presented as information to the committee.

Discussion Item:

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

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

Adjournment

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

/s/ Sara Reyes

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

Reviewed and Approved by the MPWMD Finance and Administration Committee on _____, 2024.

Received by the MPWMD Board of Directors on _____. 2024.

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

2. CONSIDER RECOMMENDATION TO AUTHORIZE A CONTRACT WITH TM PROCESS & CONTROLS, INC. TO PROVIDE ASR WELL TURBIDITY CONTROL

Meeting Date:	August 12, 2024	Budgeted:	Yes
From:	David J. Stoldt General Manager	Program/ Line Item:	Water Supply Projects Project 1-2-1-A
Prepared By:	Maureen Hamilton	Cost Estimate:	\$57,748.56

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on August 12, 2024 and recommended _____.

CEQA Compliance: This action is a categorical exemption from CEQA under CEQA Guideline Section 15301 for minor alteration of existing facilities involving no expansion of use. District will prepare a NOE for this effort.

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

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

The cost quotation exceeds the amount in the Turbidity Meter Emergency Shutoff budget line item; the balance of \$7,748.56 will be funded by the Small Projects Design line item under the same budget account and objective.

RECOMMENDATION: The Finance and Administration Committee may recommend that the Board of Directors authorize the General Manager or his designee to enter into a contract with TM Process & Controls, Inc. in the amount of \$52,498.69 with a 10% contingency for a total not-to-exceed amount of \$57,748.56 to provide ASR well turbidity control.

BACKGROUND: On December 25, 2021 ASR4 well experienced significant plugging during injection, indicated by very high water levels. ASR4 was the only well in service; ASR1 and ASR2 were on standby to not interfere with the Pure Water Monterey tracer study, and ASR3 was

being certified for use as a production well. ASR4 lost approximately 30% of its specific injection capacity and was rehabilitated.

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

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

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

Description	Quote	Tax Rate	Total
Controls Engineering	\$10,792.00		\$10,792.00
Installation and Programming	\$12,018.00		\$12,018.00
Hardware and Materials	\$27,175.00	9.25%	\$29,688.69
Contingency	10.00%		\$5,249.87
Total			\$57,748.56

EXHIBIT

2-A Draft Contract

EXHIBIT 2-A

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

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between Schaaf & Wheeler, hereinafter called "Consultant," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD".

SECTION I - SCOPE OF SERVICES

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

SECTION II TIME OF PERFORMANCE

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

SECTION III COMPENSATION

A. FEE SCHEDULE

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

B. METHOD OF PAYMENT

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

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

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

C. MAXIMUM PAYMENT

Payments to Consultant for services rendered and expenses incurred under this Agreement shall not exceed \$52,498.69.

D. LATE PERFORMANCE PENALTY

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

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

SECTION IV INSPECTION OF WORK

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

SECTION V OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

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

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

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

Consultant may retain copies for Consultant's own use.

SECTION VI RESPONSIBILITIES

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

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

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

SECTION VII INSURANCE

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

be delivered to the MPWMD in accord with Section XVI of this Agreement at least ten (10) days before the effective date of such change or cancellation of insurance.

- E. Evidence acceptable to MPWMD that Consultant has complied with the provisions of this Section VII shall be provided to the MPWMD, prior to commencement of work under this Agreement.
- F. All policies carried by the Consultant shall provide primary coverage instead of any and all other policies that may be in force. MPWMD shall not be responsible for any premium due for the insurance coverages specified in this Agreement.

SECTION VIII CHANGES AND CHANGED CONDITIONS

- A. If, during the course of the work herein contemplated, the need to change the Scope of Work or the Work Schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Work may also result in a change in the compensation amount. Compensation changes shall be based upon the Consultant Budget and Fee Schedule (**Exhibit C**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement.
- B. MPWMD reserves the right to specify individual employees, subcontractors or agents of Consultant who shall be assigned to perform the tasks specified in **Exhibit A**, Scope of Services. If, during the course of the work herein contemplated, there is a change such that the specified individual employees, subcontractors or agents are no longer assigned to the work described in this contract and/or are no longer affiliated with Consultant, Consultant shall immediately notify MPWMD in writing. Consultant shall assign the rights to this contract to another entity, if requested by MPWMD, as part of termination proceedings pursuant to Section IX, Termination.

SECTION IX TERMINATION

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

drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by the Consultant in performing the services under this Agreement.

SECTION X SUB-CONTRACTING AND ASSIGNABILITY

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

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

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

SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

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

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

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

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

SECTION XII INTEREST OF CONSULTANT

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

SECTION XIII CONTINGENT FEES

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

SECTION XIV PREVAILING WAGES

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

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

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

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

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

SECTION XV DISPUTES

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

SECTION XVI NOTICES

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

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

CONSULTANT: _____
 TJC and Associates, Inc.

SECTION XVII AMENDMENTS

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

SECTION XVIII ATTACHMENTS

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

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

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

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

_____ **Date** _____

BY: David J. Stoldt, General Manager

CONSULTANT

_____ **Date** _____

BY:

FEDERAL TAX IDENTIFICATION NUMBER:

EXHIBIT A – SCOPE OF WORK

SCOPE OF WORK

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

Controls Design

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

1. Design Documentation

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

Control & Visualization Development

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

1. Cla-Val

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

Electrical Installation

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

CLARIFICATIONS

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

EXHIBIT B – WORK SCHEDULE

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

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

DRAFT

EXHIBIT C – BUDGET AND FEE SCHEDULE

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

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

The fee schedule is as follows:

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

EXHIBIT D – INSURANCE REQUIREMENTS

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

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

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

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

EXHIBIT E – DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

Meeting Date:	August 12, 2024	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Services & Supplies Equipment Lease
Prepared By:	Nishil Bali	Cost Estimate:	\$29,424 (Five-year contract) plus taxes

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on August 12, 2024 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 currently leases three Canon photocopier machines through a lease program with Kyocera/KBA Docusys, Inc. The current lease is set to mature in August 2024. District staff would like to enter into a new lease program for three new photocopier machines.

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

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

RECOMMENDATION: Staff recommends that the Finance and Administration Committee

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

EXHIBIT

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

Send Email Invoice To:

Fed Tax ID: 94-2535586

Lease Agreement

LESSEE	Full Legal Name	Monterey Peninsula Water Management District		Phone Number	831 658 5614
	Billing Address	5 Harris Court Bldg. ^{City}	CA	93940	Attention to
	NASPO VALUE POINT MASTER AGREEMENT: 140599				County
					Purchase Order Requisition Number

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19KY0C048V1

Equipment Removal/Rebate Letter

Kyocera will provide Customer with a check in the amount of \$ ZERO * (the "Trade-In Amount") for the sole purpose of making the remaining lease, rental and/or CPC payments and to offset any costs of canceling the lease(s) on the lease(s) associated with the equipment listed below (the "Equipment"). By signing this Equipment Removal/Trade-In Agreement (this "Agreement"), the Customer acknowledges that any and all other financial obligations or money owed on the Equipment, including, without limitation, late payments, non-payments, late charges or other fees or penalties will remain the obligation of the Customer and that Kyocera assumes no financial, legal or other liability or obligation for the Equipment.

Kyocera agrees to pay the Rebate Amount to Customer within 30 business days after Customer's execution of the Delivery and Acceptance of newly installed equipment and Kyocera has been funded on the new equipment lease and/or has received full payment for purchased equipment.

Trade-In Amount	ZERO	Lease Number/s	500-0588485-000
Customer Name	Monterey Peninsula Water Management District	Lease End Date	8/12/2024
		Lease Company	US BANK

Equipment For Removal			
Make	Model	Serial #	Notes
CANON	C3530	2GU02051	
CANON	C3530	2GU02103	
CANON	C7570	2KS01865	

Reason for Removal

Customer Initial:	1. Customer Owned Trade In By signing below, the Customer confirms that the Equipment is owned by the Customer and is free and clear of any liens or encumbrances. Customer will be Trading In the Equipment upon executing this Agreement and upon completion of the Trade In, the title and ownership of the Equipment will be transferred to Kyocera.
Customer Initial:	2. Customer To Keep/Return Machines at end of Original Lease By signing below, the Customer confirms that it will be solely responsible for all financial and legal obligations in excess of the Rebate Amount, including any applicable late charges and/or shipping charges, if any.
Customer Initial:	3. Lease Return Unit/s to be return leased Equipment to leasing company by Kyocera (select A, B, C or D below)
Customer Initial:	4. Keep Unit/s to be picked up by Kyocera (select A, B, C or D below)
	<input type="radio"/> A. Buyout Amount to be paid directly by Kyocera to the leasing company
	<input type="radio"/> B. Buyout Amount to be paid by Kyocera to the Customer who will pay the leasing company
	<input checked="" type="radio"/> C. Buyout Amount to be paid by the Customer directly to the leasing company
	<input type="radio"/> D. Not Applicable

By signing this Agreement, Customer acknowledges that the Equipment is leased from the leasing companies listed above and that the return of the Equipment will fulfill Customer's contractual obligations under the lease. Your Company is solely responsible for any previous contract(s) associated with the Equipment. In case of option A and B, above, Kyocera requires a copy of the Front and Back of the lease document.

The Customer must send the leasing compan(ies) a "Letter of Intent" and will also be responsible for obtaining lease return instructions, including the "return authorization" (R/A), and for providing those instructions to Kyocera. It is the Customer's responsibility to request a R/A from the leasing company on a timely basis per the terms and conditions of the lease, and provide that R/A to Kyocera so that Kyocera has a minimum of two (2) weeks to return the Equipment to the leasing company (or leasing company's agent). Any and all additional payments and/or late charges incurred as a result of failure to provide this information timely are Customer's responsibility. Kyocera is not responsible for return of any equipment not listed above or if the serial numbers are incorrect.

As an accommodation to Customer, Kyocera will pick up the Equipment, store it, and return it to the leasing company per the instructions set forth in the paragraph above. In no way will this service be construed as Kyocera taking possession or ownership of the Equipment or assuming Customer's obligations under the lease. All liabilities associated with the lease of the Equipment will remain with the Customer. At the end of the lease term, if Customer has not provided Kyocera with an R/A and after Kyocera has notified Customer, Kyocera may dispose of the Equipment at its discretion without liability to Customer.

Authorized Signature		Kyocera Document Solutions Representative	
Signature	Date	Signature	Date
			1 August, 2024
Print Name		Print Name	
		Rod Manning	

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

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

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

LESSEE

CONTRACTOR

Monterey Peninsula Water Management District

Kyocera Document Solutions
America, Inc.

Agency Name

Contractor Name

24 July, 2024

Authorized Signature

Date Signed

Authorized Signature

Date Signed

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

225 Sand Road
Fairfield, NJ 07004

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

Copiers and Managed Print Services

Colorado NASPO ValuePoint Master Agreement Number 140599

Kyocera Document Solutions America, Inc. (Contractor)

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

1. SCOPE

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

2. TERM

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

3. ORDER OF PRECEDENCE

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

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

4. AVAILABLE PRODUCTS AND SERVICES

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

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

5. LEASING OPTIONS

Equipment leases are subject to the Terms and Conditions as set forth in the NASPO ValuePoint Master Agreement, unless otherwise agreed to. To initiate a lease, Lessee may issue a Purchase Order ("PO") and reference the type of lease (FMV, Straight, or Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties. Each PO shall contain the following statement "This PO is subject to terms and conditions of the NASPO ValuePoint Master Agreement No. 140599 ("NASPO Master Agreement") and Local Government Participating Addendum for Leases between Contractor and Lessee dated __24 July, 2024__ ("Participating Addendum").

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

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

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

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

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

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

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

7. PRICING

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

8. CONTRACTOR SUPPLEMENTAL DOCUMENTS

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

9. AUTHORIZED RESELLERS

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

10. SUBCONTRACTORS

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

Participating Addendum 7-19-70-46-04

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

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

11. DELIVERY

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

12. INVOICING AND PAYMENT

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

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

13. CONTRACT MANAGEMENT

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

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

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

State	Contract Administrator
Name:	
Phone:	
Email	
Address:	

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

14. TERMINATION OF AGREEMENT

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

Participating Addendum 7-19-70-46-04

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

15. AMENDMENT

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

16. AGREEMENT

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

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

4. CONSIDER ADOPTION OF TREASURER'S REPORT FOR JUNE 2024

Meeting Date: August 12, 2024 **Budgeted:** N/A

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

Prepared By: Nishil Bali **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on August 12, 2024 and recommended _____.

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

SUMMARY: Exhibit 4-A comprises the Treasurer's Report for June 2024. Exhibit 4-B includes listings of check disbursements for the period June 1-30, 2024. Checks, virtual checks (AP Automation), direct deposits of employee paychecks, payroll tax deposits, and bank charges resulted in total disbursements for the period in the amount of \$2,261,582.07. There were \$19,807.98 in conservation rebates paid out during the current period. Exhibit 4-C reflects the unaudited version of the Statement of Revenues and Expenditures for the month ending June 30, 2024.

RECOMMENDATION: It is recommended that the Finance and Administration Committee recommend that the Board adopt the June 2024 Treasurer's Report and Statement of Revenues and Expenditures and ratify the disbursements made during the month.

EXHIBITS

4-A Treasurer's Report

4-B Listing of Cash Disbursements-Regular

4-C Statement of Revenues and Expenditures

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

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

* Fixed Income investments are reported at face value

EXHIBIT 4-B

Check Report

By Check Number

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



Monterey Peninsula Water Management District

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

Check Report

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

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

Check Report

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

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

Check Report

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

Bank Code REBATES-02 Summary

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

All Bank Codes Check Summary

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

Fund Summary

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



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

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



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

	<u>Mitigation</u>	<u>Conservation</u>	<u>Water Supply</u>	<u>Current Period Activity</u>	<u>Current FY Year-to-Date Actual</u>	<u>Current FY Annual Budget</u>	<u>Prior FY Year-to-Date Actual</u>
Professional Fees	4,084	3,960	4,331	12,375	353,495	455,100	290,401
Transportation	2,722	241	1,419	4,383	40,520	31,000	33,285
Travel	-	-	-	-	8,723	19,500	19,201
Meeting Expenses	1,342	1,406	1,318	4,067	17,326	19,800	20,032
Insurance	7,507	7,962	7,280	22,750	273,526	273,000	174,363
Legal Notices	-	-	-	-	-	2,600	520
Membership Dues	157	152	166	475	40,580	41,200	48,883
Public Outreach	116	112	123	350	3,455	3,100	1,095
Assessors Administration Fee	-	-	-	-	20,893	34,000	32,790
Miscellaneous	126	122	134	382	770	3,200	663
Sub-total services & supplies costs	35,862	35,395	54,048	125,305	1,726,198	1,872,900	1,587,992
Project expenditures	10,764	25,211	873,667	909,642	16,778,085	30,470,958	18,637,791
Fixed assets	1,944	1,885	2,062	5,890	86,591	246,000	348,311
Contingencies	-	-	-	-	-	50,536	-
Election costs	-	-	-	-	-	-	-
Debt service: Principal	-	-	-	-	-	-	-
Debt service: Interest	-	-	-	-	75	-	134,771
Flood drought reserve	171,056	-	-	171,056	171,056	171,056	250,000
Capital equipment reserve	88,850	29,100	212,350	330,300	330,300	330,300	408,500
Water Supply Charge Reserve	-	-	-	-	3,288,908	3,400,000	-
Debt Reserve	-	-	-	-	-	-	-
Pension reserve	34,000	30,000	36,000	100,000	100,000	100,000	100,000
OPEB reserve	34,000	30,000	36,000	100,000	100,000	100,000	100,000
Sub-total other	340,613	116,196	1,160,079	1,616,888	20,855,015	34,868,850	19,979,373
Total expenditures	508,870	237,963	1,376,400	2,123,234	27,163,945	41,473,250	24,877,340
Excess (Deficiency) of revenues over expenditures	\$ (110,577)	\$ (36,801)	\$ (426,424)	\$ (554,816)	\$ 2,876,262	\$ -	\$ 4,092,564

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

5. CONSIDER INCLUSION OF CALIFORNIA LIQUID ASSETS SECURITIES SYSTEM AND CALIFORNIA ASSETS MANAGEMENT PROGRAM IN DISTRICT'S INVESTMENT PORTFOLIO

Meeting Date: August 12, 2024 **Budgeted:** N/A

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

Prepared By: Nishil Bali **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on August 12, 2024 and recommended _____.

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

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

RECOMMENDATION: District staff proposes that the Finance and Administration Committee (FAC) review this staff report and the accompanying presentation and provide direction for the inclusion of the CLASS and CAMP programs in the District's investment portfolio. If the FAC recommends inclusion of both programs, the District's investment policy will be amended to reflect these additions after Board approval.

BACKGROUND:

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

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer's Office is audited by the Bureau

of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as through an internal audit process. Monies placed with the State Treasurer for deposit in LAIF are offered by the State of California, which cannot declare bankruptcy under Federal law.

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

CLASS Overview:

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

CLASS offers two investment pools – Prime and Enhanced Cash. Both pools are triple AAA-rated and offer public agencies the opportunity to strengthen and diversify their cash management programs. The Prime fund is a stable \$1.00 net asset value (NAV) local government investment pool that offers daily liquidity. Investments include U.S. Agencies and Treasuries, commercial paper, collateralized bank deposits, money market funds, and more in accordance with California State Code. Enhanced Cash is a variable NAV fund that is managed to approximate \$10.00 per share and offers next-day liquidity. Enhanced Cash is best suited for non-operating dollars and strategic reserves that a public agency would not anticipate withdrawing for 12-18 months. Prime offers same day liquidity with a weight average maturity (WAM) of less than 60 days. A comparison of the two CLASS products is shown in **Exhibit 5-B**.

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

CAMP Overview:

California Asset Management Program (CAMP) is a California Joint Powers Authority established in 1989 to provide California public agencies with professional investment services.

Investments are offered to local agencies through the Cash Reserve Portfolio (Pool) and CAMP Term under California Government Code Section 53601(p).

The CAMP Pool is managed to maintain a dollar-weighted average portfolio maturity of 60 days or less and seeks to maintain a constant NAV per share of \$1.00. The Pool invests in obligations of the United States Government and its agencies, high-quality, short-term debt obligations of U.S. companies and financial institutions. The Pool investment option stresses daily liquidity and safety of principal as the two primary objectives and has a AAAM rating from Standard & Poor's. Earning a competitive yield is a third goal after safety and liquidity. As a short-term cash reserve portfolio and cash management vehicle, the CAMP Pool (as with CLASS Prime) provides public agencies with same-day liquidity, an opportunity to earn a competitive yield, unlimited transactions via wire, ACH, or check, online account management, and sub-accounting and sweep capability.

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

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

It needs to be noted that investment portfolios including CAMP/CLASS are exposed to risks related to interest rates, credit, and market risk among others, and that these portfolios are not insured or offer bank guarantees and may lose value. Refer to **Exhibits 5-B** and **5-C** for additional information on CLASS and CAMP programs.

EXHIBITS

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

EXHIBIT 5-A

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
INVESTMENT POLICY**

Approved by the MPWMD Board on January 22, 2024



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MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

INVESTMENT POLICY

1 Introduction

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

2 Prudence

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

3 Investment and Risk

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

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

4 Types of Investments

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

5 Prohibited Investments

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

6 Access to Funds

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

7 Authority

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

8 Reports

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

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

9 Audits

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

10 Policy Review

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

11 Attachment I

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

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

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

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

**Principal Stability Fund
Ratings Definitions**

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

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

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

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

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

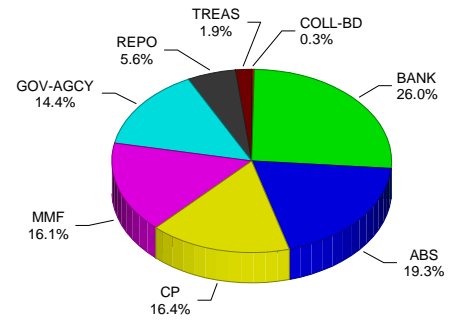
Dm A fund rated 'Dm' has failed to maintain principal stability resulting in a realized or unrealized loss of principal.

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

About the Fund

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

Portfolio Composition as of March 28, 2023



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

Rationale

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

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

Overview

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

Management

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

Portfolio Assets

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

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

www.spratings.com

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

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

Principal Stability Rating Approach and Criteria

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

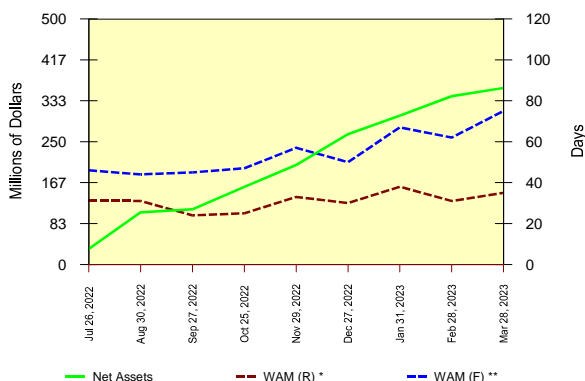
Generally, when faced with an unanticipated level of redemption requests during periods of high market stress, the manager of any fund may suspend redemptions for up to five business days or meet redemption requests with payments in-kind in lieu of cash. A temporary suspension of redemptions or meeting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

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

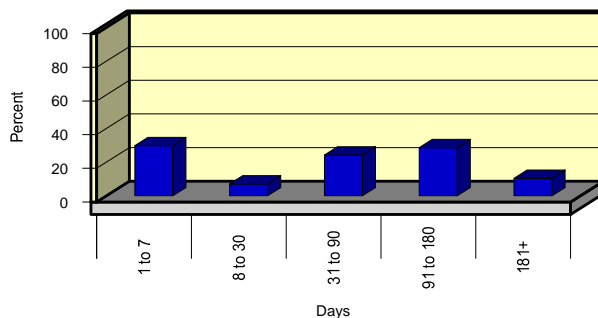
Data Bank as of March 28, 2023

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

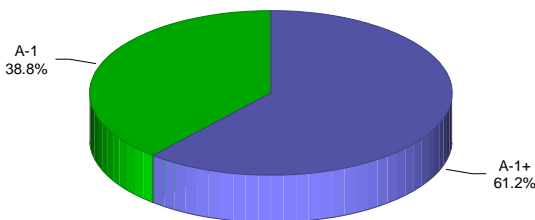
Net Assets, WAM (R) and WAM (F)



Portfolio Maturity Distribution as of March 28, 2023

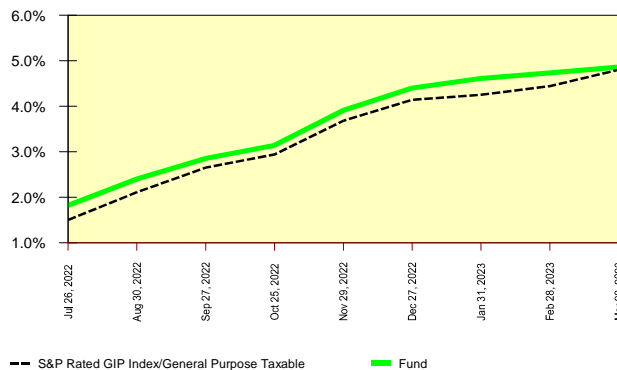


Portfolio Credit Quality as of March 28, 2023 *



*As assessed by S&P Global Ratings

Portfolio 7 Day Net-Yield Comparison *



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

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

S&P Global Ratings is neither associated nor affiliated with the fund.

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A JOINT POWERS AUTHORITY INVESTMENT POOL

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

California CLASS provides Participants the following benefits:

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

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

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

California CLASS Participant List April 2024

Counties

El Dorado County	Lake County
Sonoma County Treasurer	

Municipalities

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

Other

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

Special Districts

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

California CLASS Participant List April 2024

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

California CLASS Participant List April 2024

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

Total Participants: 169

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

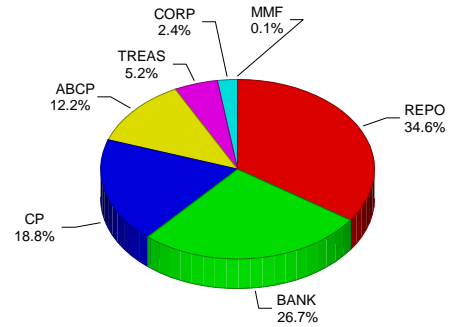
California Asset Management Trust/Cash Reserve

Portfolio

About the Pool

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

Portfolio Composition as of March 28, 2024



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

Rationale

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

Overview

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

Management

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

Portfolio Assets

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

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

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

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

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

www.spratings.com

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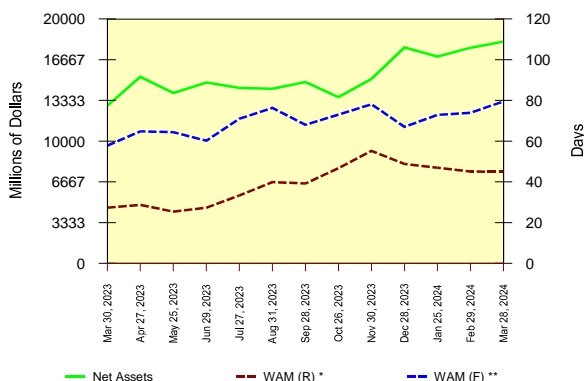
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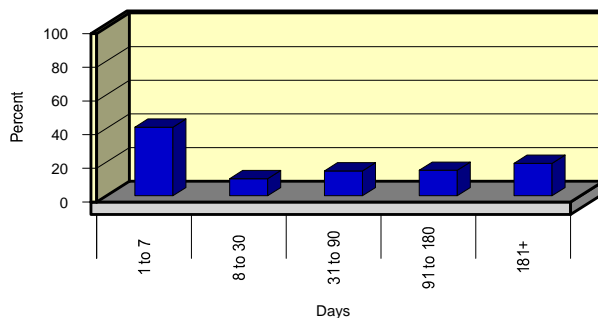
Data Bank as of March 28, 2024

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

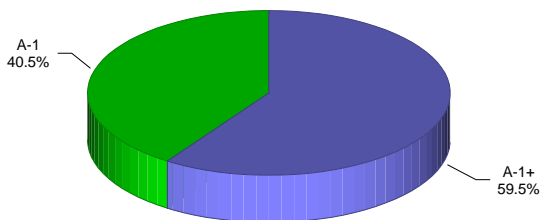
Net Assets, WAM (R) and WAM (F)



Portfolio Maturity Distribution as of March 28, 2024

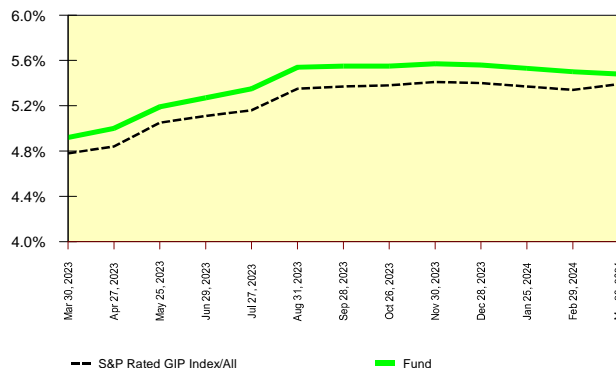


Portfolio Credit Quality as of March 28, 2024 *



*As assessed by S&P Global Ratings

Portfolio 7 Day Net-Yield Comparison *



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

S&P Global Ratings is neither associated nor affiliated with the fund.

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Fact Sheet

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

INVESTMENT OBJECTIVE

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

CASH RESERVE PORTFOLIO (POOL)

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

TERM PORTFOLIO

A fixed rate, fixed term portfolio rated AAAf by Fitch Ratings⁵ and permitted as an investment for all local agencies under California Government Code Section 53601(p).

POOL FACTS

As of April 30, 2024

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

SERVICE PROVIDERS

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

Distributor: PFM Fund Distributors, Inc

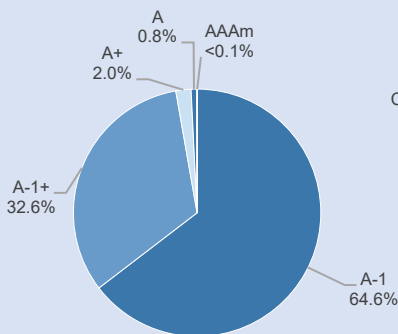
Depository and Custodian: U.S. Bank, N.A.

Independent Auditor: Ernst & Young LLC

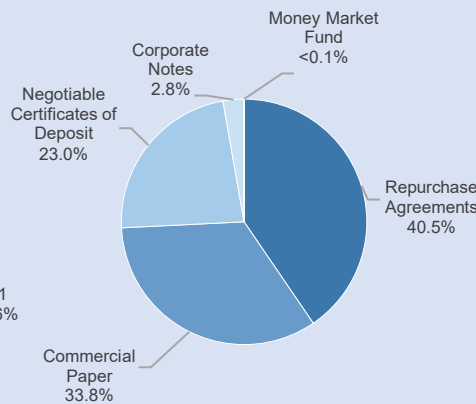
Counsel: Nossaman LLP

Pool Diversification as of April 30, 2024

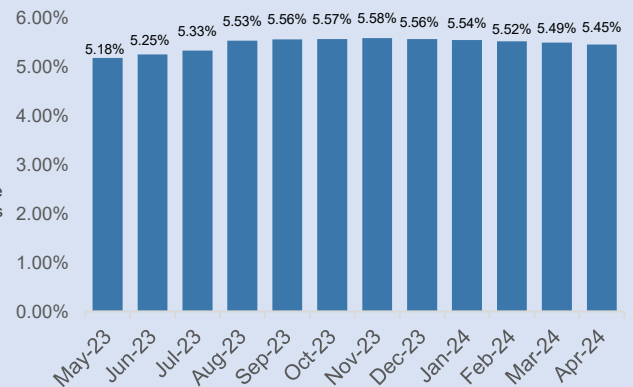
Credit Quality Distribution
(Standard & Poor's Fund Ratings)



Sector Composition



Pool Performance (30-Day Net Yield⁶ %)



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

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

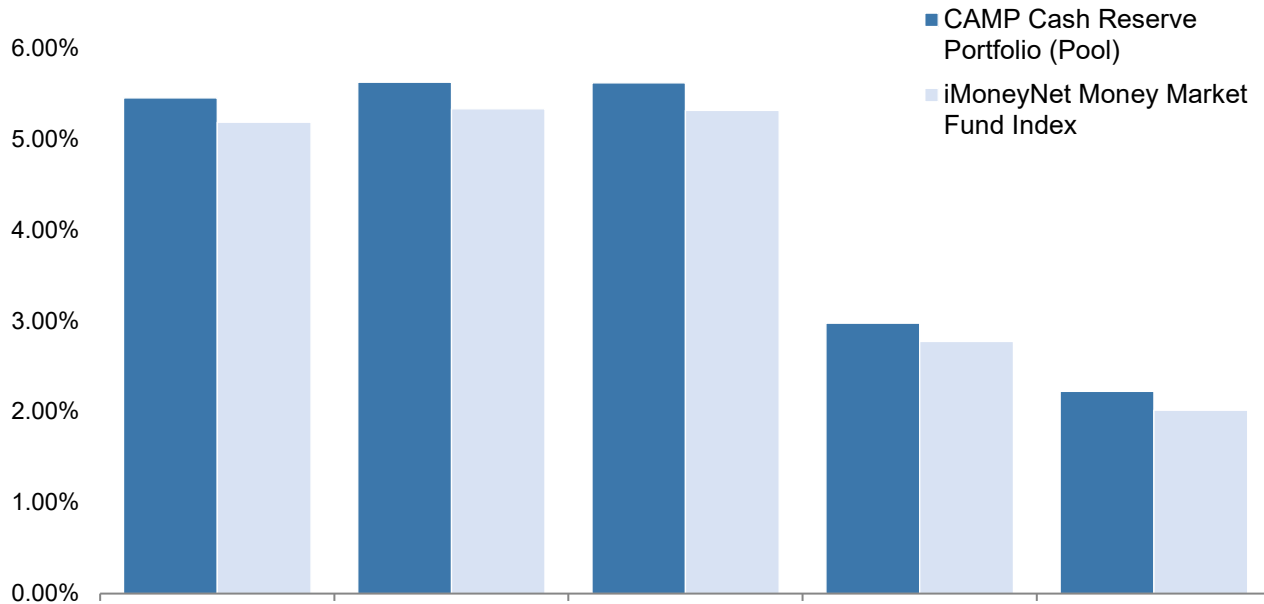
³ Weighted Average Maturity: Calculated by the final maturity for a security held in the portfolio and the interest rate reset date. This is a way to measure a fund's sensitivity to potential interest rate changes.

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

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

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

Average Annual Return as of April 30, 2024



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

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

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

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

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

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: INFORMATIONAL ITEM

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

Meeting Date: August 12, 2024 **Budgeted:** N/A

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

Prepared By: Nishil Bali **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on August 12, 2024.

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

SUMMARY: Attached for review as **Exhibit 6-A** is a monthly status report on contracts over \$25,000 for the period June 2024. This status report is provided for information only, no action is required.

EXHIBIT

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

EXHIBIT 6-A

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

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

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

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

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: INFORMATIONAL ITEM

7. STATUS REPORT ON – PUBLIC'S OWNERSHIP OF MONTEREY WATER SYSTEM

Meeting Date: August 12, 2024 **Budgeted:** N/A

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

Prepared By: Nishil Bali **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on August 12, 2024.

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

SUMMARY: Attached for review as **Exhibit 7-A** is a monthly status report on spending – Public's Ownership of Monterey Water System for the period June 2024. This status report is provided for information only, no action is required.

EXHIBIT

7-A Status Report on Spending – Public's Ownership of Monterey Water System

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

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

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

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

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

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

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

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

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



DRAFT AGENDA (8/8/24)
Regular Meeting
Board of Directors
Monterey Peninsula Water Management District

Monday, August 19, 2024 at 6:00 p.m. [PST]

Meeting Location: MPWMD – Main Conference Room
 5 Harris Court, Building G, Monterey, CA 93940

[This is an In-Person meeting. Remote participation may be offered via Zoom, but this is optional as connectivity cannot be assured and thus is not a necessary requisite for the meeting to proceed in-person.]

To Join via Zoom- Teleconferencing means, please click the link below:
<https://mpwmd-net.zoom.us/j/83012203137?pwd=DVB0VnFtnlafvteZhiTjJd5aboCBB.1>

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

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

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

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

CALL TO ORDER / ROLL CALL

PLEDGE OF ALLEGIANCE

Board of Directors

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

General Manager

David J. Stoldt

Mission Statement

Sustainably manage and augment the water resources of the Monterey Peninsula to meet the needs of its residents and businesses while protecting, restoring, and enhancing its natural and human environments.

Vision Statement

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

Board's Goals and Objectives

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

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

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

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

1. Consider Adoption of Minutes of the Regular Board Meeting on July 15, 2024
2. Consider Authorization of a Contract with TM Process & Controls, Inc. to Provide ASR Well Turbidity Control
3. Consider Recommendation to Authorize a Lease for Three Photocopy Machines
4. Consider Adoption of Treasurer’s Report for June 2024
5. Consider Approval of 2024 Annual Memorandum of Agreement for Releases from Los Padres Reservoir Among California American Water, California Department of Fish and Wildlife, and Monterey Peninsula Water Management District

GENERAL MANAGER’S REPORT

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

REPORT FROM DISTRICT COUNSEL

8. Report From District Counsel

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

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

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

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

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

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

11. Consider Inclusion of California Liquid Assets Securities System and California Assets Management

Program in District’s Investment Portfolio

Recommended Action: The MPWMD Finance and Administration Committee recommends that the Board consider the inclusion of the CLASS and CAMP programs in the District’s Investment Portfolio.

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

Recommended Action: The Board will

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

- 13. Report on July 26, 2024 State & Local Water Forum

Recommended Action: The Board will

- 14. Discussion of Recent Issues Related to Seaside Basin

Recommended Action: The Board will

- 15. Update on 2024-2025 Water Allocation Process

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

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

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

ADJOURNMENT

Board Meeting Schedule		
Monday, September 16, 2024	Regular	6:00 p.m.
Monday, October 21, 2024	Regular	6:00 p.m.

Board Meeting Television and On-Line Broadcast Schedule

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

Accessibility

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

Provide Public Comment at the Meeting

Attend In-Person

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

Attend via Zoom: See below “Instructions for Connecting to the [Zoom Meeting](#)”

Submission of Public Comment via E-mail

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

Submission of Written Public Comment

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

Document Distribution

In accordance with Government Code §54957.5, any materials of public record relating to an agenda item for a meeting of the Board of Directors that are provided to a majority of the members less than 72 hours before the meeting will be made available at the **District Office, 5 Harris Court, Building G, Monterey, CA** during normal business hours. Materials of public record that are distributed during the meeting shall be made available for public inspection at the meeting if prepared by the Board or a member of its legislative/advisory body, or the next business day after the meeting if prepared by some other person.

Instructions for Connecting to the Zoom Meeting

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

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

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

<https://mpwmd-net.zoom.us/j/83012203137?pwd=DVB0VnFtnlafvtcZhiTjJd5aboCBB.1>

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

To Participate by Phone: (669) 900-9128

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

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

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

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

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

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

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