

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



AGENDA
Regular Meeting
Board of Directors
Monterey Peninsula Water Management District

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

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

To Join via Zoom- Teleconferencing means, please click the link below:
<https://mpwmd-net.zoom.us/j/87985665211?pwd=a2RKdHITNm9RbUULQVNWOE5Fc3VNdz09>

Or join at: <https://zoom.us/>
Webinar ID: 879 8566 5211
Passcode: 06202023
To Participate by Phone: (669) 900-9128

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

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

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

CALL TO ORDER / ROLL CALL

PLEDGE OF ALLEGIANCE

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

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

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

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

25. Consider Expenditure of Funds for Consultant Services (TMX) for Sleepy Hollow Steelhead Rearing Facility Monitoring and Control Systems

GENERAL MANAGER'S REPORT

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

REPORT FROM DISTRICT COUNSEL

27. Read Out and Counsel's Report Relating to the Closed Session Meeting held on Friday, June 16, 2023

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

28. 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.*

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

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

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

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

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

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

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

31. Report on Activity/Progress on Contracts Over \$25,000
32. Status Report on Measure J / Rule 19.8 Phase II Spending
33. Letters Received and Sent Supplemental Letter Packet
34. Committee Reports
35. Monthly Allocation Report
36. Water Conservation Program Report
37. Carmel River Fishery Report for May 2023
38. Monthly Water Supply and California American Water Production Report
[Exempt from environmental review per SWRCB Order Nos. 95-10 and 2016-0016, and the Seaside Basin Groundwater Basin adjudication decision, as amended and Section 15268 of the California Environmental Quality Act (CEQA) Guidelines, as a ministerial project; Exempt from Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources]

ADJOURNMENT

Board Meeting Schedule			
Thursday, July 13, 2023	<i>Special</i>	10:00 a.m.	<i>Hybrid</i>
Monday, July 17, 2023	<i>Regular</i>	6:00 p.m.	<i>Hybrid</i>
Monday, August 21, 2023	<i>Regular</i>	6:00 p.m.	<i>Hybrid</i>
Monday, September 18, 2023	<i>Regular</i>	6:00 p.m.	<i>Hybrid</i>
<i>Hybrid: In-Person at the District Main Conference Room and via Zoom- Teleconferencing Means.</i>			

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

Accessibility

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

Provide Public Comment at the Meeting

Attend In-Person

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

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

Submission of Public Comment via E-mail

Send comments to comments@mpwmd.net with one of the following subject lines "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or “PUBLIC COMMENT – ORAL

COMMUNICATIONS." Staff will forward correspondence received to the Board. Correspondence is not read during public comment portion of the meeting. However, all written public comment received becomes part of the official record of the meeting and placed on the District's website as part of the agenda packet for the meeting.

Submission of Written Public Comment

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

Document Distribution

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

Instructions for Connecting to the Zoom Meeting

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

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

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

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

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

Webinar ID: 879 8566 5211

Passcode: 06202023

To Participate by Phone: (669) 900-9128

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

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

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

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

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

Refer to the Meeting Rules to review the complete Rules of Procedure for MPWMD Board and Committee Meetings:

<https://www.mpwmd.net/who-we-are/board-of-directors/meeting-rules-of-the-mpwmd/>

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ITEM: CONSENT CALENDAR**1. CONSIDER ADOPTION OF MINUTES OF THE SPECIAL AND REGULAR BOARD MEETING ON MAY 15, 2023; SPECIAL BOARD MEETING (BUDGET WORKSHOP) ON MAY 25, 2023; AND SPECIAL BOARD MEETING ON JUNE 16, 2023****Meeting Date: June 20, 2023** **Budgeted: N/A****From: David J. Stoldt,
General Manager** **Program/
Line Item No.: N/A****Prepared By: Joel G. Pablo** **Cost Estimate: N/A****General Counsel Review: N/A****Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

SUMMARY: The Board will review, provide suggested edits, and consider approval of the draft meeting minutes of the MPWMD Board of Director's Special and Regular Board Meeting on May 15, 2023; Special Board Meeting (Budget Workshop) on May 25, 2023 and Special Board Meeting on June 16, 2023

The draft minutes are attached as **Exhibit 1-A**, **Exhibit 1-B** and **Exhibit 1-C** to the staff report.

RECOMMENDATION: The Board will consider approval of the draft minutes of the Special and Regular Board Meeting on May 15, 2023; Special Board Meeting (Budget Workshop) on May 25, 2023; and Special Board Meeting on June 16, 2023

EXHIBIT

- 1-A** MPWMD Board of Director's Special and Regular Board Meeting on May 15, 2023
- 1-B** MPWMD Special Board Meeting (Budget Workshop) on May 25, 2023
- 1-C** MPWMD Special Board Meeting on June 16, 2023

Exhibit 1-C to be sent under separate cover and to be posted on the District Site at:
<https://www.mpwmd.net/who-we-are/board-of-directors/2023-board-meeting-agendas/>
by close of business on Friday, June 16, 2023



EXHIBIT 1-A

**Draft Minutes
Special and Regular Meeting
Board of Directors
Monterey Peninsula Water Management District**

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

Monday, May 15, 2023

CLOSED SESSION AT 5:00 P.M.

Chair Adams called the meeting to order at 5:00 p.m.

CALL TO ORDER

Directors Present:

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

ROLL CALL

Directors Absent: None

General Manager Present: David J. Stoldt

District Counsel Present: David C. Laredo, Esq. (*in-person*)
and Fran Farina, Esq. (*appeared via Zoom*).

None.

**ADDITIONS AND CORRECTIONS ON THE
CLOSED SESSION AGENDA BY DISTRICT
COUNSEL**

None.

**PUBLIC COMMENT ON THE CLOSED
SESSION AGENDA**

CLOSED SESSION

District Counsel Laredo read the Board into Closed Session.

CS 1. Conference with Real Property Negotiators (Government Code Sections 54954.5(b), 54956.8/ District Representative: David Stoldt / Negotiation Affecting Properties Held by California American Water Company

The Board recessed into Closed Session at 5:04 p.m.

RECESS TO CLOSED SESSION

Chair Adams called the meeting to order at 6:01 p.m.

REGULAR SESSION AT 6:00 P.M.

CALL TO ORDER

Directors Present:

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

ROLL CALL

Directors Absent: None

General Manager Present: David J. Stoldt

District Counsel Present: David C. Laredo, Esq. with De Lay & Laredo

The assembly recited the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

None.

ADDITIONS AND CORRECTIONS TO THE AGENDA

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

ORAL COMMUNICATIONS

1. Michael Bear: Questioned how Cal-Am’s liabilities and assets are incorporated into the District’s appraisal of the Monterey Peninsula Water Utility System . Baer stated there is a strong likelihood the company will go before the CA Public Utilities Commission to recover its costs (in liabilities and assets) and may present an added cost to ratepayers.

No further comments were directed to the Board.

Chair Adams introduced the matter. Riley pulled Item No. 3 for a comment. *No further items were pulled from the Consent Calendar.*

CONSENT CALENDAR

In response to Director Riley, Stoldt stated the Board will consider refinancing or pay-off options on the District’s Mechanics Bank loan at its Special Meeting on Thursday, May 25, 2023 (Budget Workshop). Stoldt mentioned the Water Supply Charge (WSC) collection through April 2023 is approximately 80-90%; and noted the meeting materials presented in the Board Packet for Item No. 3 demonstrates a WSC collection of 60% through March 31, 2023.

A motion was offered by Director Riley with a second by Director Anderson to approve Consent Calendar Item Nos. 1 through 6. The motion passed by voice vote of 7-Ayes (Adams, Oglesby, Eisenhart, Anderson, Paull, Riley and Edwards), 0-Noes and 0-Absent.

Approved the meeting minutes of the Special Board Meeting on Monday, April 3, 2023 and Regular Board Meeting on Monday, April 17, 2023.

Adopted the March 2023 Treasurer’s Report and financial statements, and ratification of the disbursements made during the month.

Received and filed Third Quarter Financial Activity Report for Fiscal Year 2022-2023.

Approved the Third Quarter Fiscal Year 2022-2023 Investment Report.

Approved the expenditure of \$4,800 for the work identified in Exhibit 5-A: Statement of Work with ETech Consulting, LLC. Funding for this work is included in 26-05-781155 (Best Management Practices).

Authorized the General Manager to enter into a contract with Radiant Landscaping, Inc. to provide landscape maintenance services at the Santa Margarita ASR Facility in the amount not to exceed \$10,455, less a credit for removing pest control from the Scope of Work.

David J. Stoldt, General Manager presented via MS PowerPoint entitled, “Status Report on Cal-Am Compliance with SWRCB Orders and Seaside Basin Decision as of May 1, 2023” and answered Board questions. *A copy of the presentation is available at the District office and can be found on the District website.*

Stoldt provided an overview of the slide-deck and the following points were made, but not limited to:

1. Briefly covered the Monterey Peninsula Water Resources System (MPWRS) from October to April Water Year (WY) 2023 and discussed the difference between the Targets/Actuals for the Carmel River Basin.
2. Water Projects and Rights from October to April WY 2023: PWM Recovery actuals have been realized [Target: 2,335 Acre Feet (AF); Actual: 2,675 AF]. Table 13 actuals have been realized [Target: 0 AF;

1. **Consider Adoption of Minutes of the Special Board Meeting on Monday, April 3, 2023 and Regular Board Meeting on Monday, April 17, 2023**
2. **Consider Adoption of Treasurer’s Report for March 2023**
3. **Receive and File Third Quarter Financial Activity Report for Fiscal Year 2022-2023**
4. **Consider Approval of Third Quarter Fiscal Year 2022-2023 Investment Report**
5. **Consider Approval of Expenditure of Funds for Additional Functionality Improvements to the Accela Database**
6. **Consider Recommendation to Authorize the General Manager to Enter into a Contract with Radiant Landscaping, Inc. to Provide Landscape Maintenance Services**

GENERAL MANAGER’S REPORT

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

Actual: 410 AF].

3. On Monthly Production for Customer Service for Cal-Am (WY 2023): Recorded total demand is at 4,936 AF and lower than WY 2022.
4. On Monthly Recorded Rainfall at the San Clemente Rain Gage (WY 2023): Reported 34.61 inches of precipitation through April 2023 and 169% of long-term averages.
5. On Daily Rainfall Recorded at San Clemente Rain Gage (WY 2023): Reported approximately 35 inches for the Water Year.
6. On Rainfall Year Types: Projections indicate and point towards an “Extremely Wet” year.
7. Displayed a graph on Estimated Unimpaired Carmel River Flow at Sleepy Hollow Weir (WY 2023): Reporting 314% of long-term average; Rainfall at 169% of long-term averages; and Usable Storage is 102% of long-term average.
8. Displayed ASR Injection Summary Well WY2023 both for Daily Injection and Cumulative Injection to Date: Noted cumulative injection will continue through May 2023 and projected final total will come under 1,700 AF.

David J. Stoldt, General Manager provided an update on Pure Water Monterey. Stoldt mentioned pre-bid conferences and site-walks were held on Tuesday, May 9th, 2023 for two projects: (1) Advance Water Purification Project Expansion- six general contractors attended; and (2) Injection Wells Phase 4- five general contractors attended. He commented approval of construction contracts is slated for July 31, 2023 with a projected two-year construction period.

Simona Mossbacher, Human Resources Coordinator / Contract Specialist presented via MS PowerPoint entitled, “FEMA/OES Update” and answered Board questions. *A copy of the presentation is available at the District office and can be found on the District website.* Mossbacher provided a brief overview to include, but not limited to: (1) Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (Cal OES) process/workflow and noted that the District is in the tail end of the process; (2) Current Ongoing and Completed Projects due to Disasters Occurring in January 2023 and March 2023; (3) 406 Mitigation efforts the District would like to implement include: backflow preventer, install emergency sump pump and waterproof 2-3 feet of building; (4) Provided an Overview of Project Estimated Costs, FEMA / CAL OES Cost Share and noted that the District’s share is minimal; (5) FEMA Costs Adjustments; and (6)

8. Update on Water Supply Projects

9. Overview of the FEMA / CAL Office of Emergency Services Reimbursement Process / Outcomes

Timeframe: 6 months to complete Emergency Work: July 14, 2023 AND 18 months to complete Permanent Work: July 14, 2024. Mossbacher estimates reimbursements to total approximately \$190,000. *In response to Eisenhart*, Mossbacher stated the District is accounting for reimbursement purposes the hours worked by management and general employees.

Chair Adams opened public comment; *the following comment was directed to the Board:*

- (1) Michael Baer: Praised the District for its work on the Carmel River, on transparency and the work being done on this matter.

No further comments were directed to the Board.

David J. Stoldt, General Manager announced the District is seeking both Director and public input on the District website. He stated comments can be directed to comments@mpwmd.net, the General Manager and/or Board Clerk.

He announced that on April 17, 2023, the Los Padres Dam and Reservoir Alternatives and Sediment Management Study was posted and is available for review on the District website.

District Counsel Laredo provided a verbal status report on pending litigation to include the following:

- (1) Monterey Peninsula Taxpayers Association II v. Monterey Peninsula Water Management District; *Monterey County Superior Court Case No. 21CV003066*

Laredo mentioned the District's motion to vacate judgement in MPTA v. MPWMD has been set for May 19, 2023. He stated if the motion is denied or if no formal action is taken the District will have an opportunity appeal.

- (2) MPWMD v. Local Agency Formation Commission of Monterey County; *Monterey County Superior Court Case No. 22CV000925*

Laredo mentioned a hearing and trial will go before Judge Wills on August 7, 2023.

- (3) MPWMD, Marina Coast Water District and the City of Marina v. California Coastal Commission; *Monterey County Superior Court Case No. 22CV004063*

10. Request Input on District Website

REPORT FROM DISTRICT COUNSEL

11. Report on Pending Litigation

Laredo commented the matter is pertaining to Coastal Commission's approval of Cal-Am's Coastal Development Permit. Laredo made known a Case Management Conference has been set for August 22, 2023 to discuss the status of the Administrative Record.

On July 14, 2023, a hearing will be held on the Coastal Commission's demurrer to its fourth clause of action that alleges due process defects by not allowing the public access to certain materials.

Laredo provided a verbal status update on three (3) proceedings before the CA Public Utilities Commission:

- (1) Valuation and Rulemaking Proceeding on Water Utility Acquisition (CPUC Case R 22-04-003): A 3rd Workshop addressing ratepayer impacts of utility acquisition is scheduled for June 13, 2023.
- (2) General Rate Case (CPUC Case 22-07-001) before Administrative Law Judge (ALJ) Rambo: He noted District testimony has been provided and rebuttal testimony was submitted by Cal-Am. An Alternative Settlement Conference has been scheduled for May 25, 2023 and a mandatory status conference has been set for June 9, 2023.
- (3) Water Purchasing Agreement Relating to the Pure Water Monterey Expansion Project (CPUC Case No. A.21-11-024) before ALJ Robert Haga: Laredo commented ALJ Rambo has joined Haga in the proceedings. Laredo mentioned that has been an inquiry as to next steps and next phase in the proceedings to address supply v. demand and water needs of the Peninsula. The matter has not been calendared.

District Counsel Laredo and David Stoldt, General Manager fielded questions from Director Edwards on District costs and liabilities in its pursuit of Measure J. Laredo stated the District has been operating and has been paying for the its own legal expenses on a pay as you go method. He provided an overview of potential costs and liabilities if the District should prevail or lose in a bench trial; or if the District does not continue its pursuit on its acquisition attempts.

Director Paull: Mentioned the Board has been briefed on numerous occasions on ongoing and long-term costs in the District's pursuit of Measure J.

Commenting to Mayor Oglesby, Director Riley stated that the Measure J campaign was forthcoming and transparent on

potential costs win or lose for pursuing a public buyout.

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

1. Michael Baer: Thanked Counsel on the updates relating to pending litigation. Baer concurred with Riley’s comments. He questioned if the CPUC proceedings are open to the public and are soliciting public input. Baer inquired about the timeline for filing an application for eminent domain.
2. Melodie Chrislock, Executive Director with Public Water Now: Mentioned the continued risk and costs involved in not pursuing a public buyout and remaining with Cal-Am. Chrislock questioned and sought confirmation from District Counsel Laredo that regardless of the potential outcome arising from Measure J efforts that Cal-Am’s legal expenses will be paid for by the District.
3. Susan Schiavone: Expressed gratitude to the General Manager and District Counsel on their work on Measure J. She commented and confirmed organizers of the Measure J campaign provided costs information in pursuing a public buyout. No further comments were directed to the Board.

No further comments were directed to the Board.

In response to public comment, Laredo mentioned that CPUC proceedings are public hearings, and the public can view and participate virtually by Zoom. Lastly, Laredo confirmed regardless of the potential outcome arising from an eminent domain case Cal-Am can be awarded legal fees.

District Counsel Laredo reported out from Closed Session on the following matter:

CS 1 | Conference with Real Property Negotiators (Government Code Sections 54954.5(b), 54956.8/ District Representative: David Stoldt / Negotiation Affecting Properties Held by California American Water Company

General direction was provided to the District Representative (Negotiator). No reportable action was taken.

Vice-Chair Anderson, Director Paull, Director Oglesby, Director Riley and Chair Adams: Commented and shared

12. Reportable Action on Matters Listed Under Closed Session on Monday, May 15, 2023

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

13. Oral Reports on Activities of County, Cities, Other

their experiences at the 2023 ACWA Spring Conference in Monterey, CA.

Agencies/Committees/Associations

Director Edwards: Thanked the General Manager for being at the CPUC meeting held at the City of Seaside- City Hall.

Director Riley: Stated he attended a Special District’s Association of Monterey County meeting in April 2023.

David J. Stoldt, General Manager provided introductory remarks. Jonathan Lear, Water Resources Manager presented via MS PowerPoint entitled, “Status Report on Cal-Am Compliance with SWRCV Orders and Seaside Basin Decision as of May 1, 2023.” *A copy of the presentation is available at the District office and can be found on the District website.*

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

Chair Adams closed the Public Hearing.

A motion was offered by Director Eisenhart with a second by Director Oglesby to receive a report on the available water supply and determine whether water-rationing triggers have been met and consider adoption of Resolution 2023 – 06. The motion passed on a voice vote of 7-Ayes (Edwards, Riley, Paull, Eisenhart, Anderson, Adams and Oglesby), 0-Noes and 0-Absent.

Thomas Christensen, Environmental Resources Manager presented via slide-deck and provided an overview of the following, but not limited to: provided background information; a project overview; its current status and stated testing will take place once the project is completed. *A copy of the presentation is available at the District office and can be found on the District website.*

Chair Adams opened public comment; *the following comments were directed to the Board.*

- (1) Michael Baer: Thanked the District on their work on Sleepy Hollow.

No comments were directed to the Board.

No discussion was had on Informational Items.

PUBLIC HEARING

14. **Receive and Confirm Water Supply Forecast for Period of May 1, 2023 -- September 30, 2024 – and Consider Adopting Resolution 2023 - 06 to Amend Rationing Table XV-4**

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

DISCUSSION ITEM

15. **Update on Expenditure of Contingency Funds Used for the Sleepy Hollow**

INFORMATIONAL ITEMS/STAFF REPORTS

16. **Report on Activity/Progress on**

- 17. **Contracts Over \$25,000**
- 17. **Status Report on Measure J / Rule 19.8 Phase II Spending**
- 18. **Letters Received**
- 19. **Committee Reports**
- 20. **Monthly Allocation Report**
- 21. **Water Conservation Program Report**
- 22. **Carmel River Fishery Report for April 2023**
- 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]

There being no further business, Chair Adams adjourned the meeting at 7:45 p.m.

ADJOURNMENT

Joel G. Pablo, Deputy District Secretary

Minutes Approved by the MPWMD Board of Directors on Tuesday, June XX, 2023



EXHIBIT 1-B

**Draft Minutes
Special Meeting
Workshop on Proposed FY 2023-24 Budget
Board of Directors
Monterey Peninsula Water Management District
Thursday, May 25, 2023**

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

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

CALL TO ORDER

Directors Present

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

ROLL CALL

Directors Absent: None

District Staff Present:

David J. Stoldt, General Manager
Suresh Prasad, Administrative Services Manager/CFO
Stephanie Locke, Water Demand Manager
Jonathan Lear, Water Resources Manager
Thomas Christensen, Environmental Resources Manager
Maureen Hamilton, District Engineer
Joel G. Pablo, Executive Assistant- Board Clerk
Sara Reyes, Sr. Office Specialist

District Counsel Present: David C. Laredo (*appeared in-person*); Fran Farina (*appeared via Zoom*) with De Lay and Laredo; and Michael D. Laredo (*appeared via Zoom*)

Suresh Prasad, Administrative Services Manager/CFO led the Pledge of Allegiance. The assembly recited the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

None

ADDITIONS AND CORRECTIONS TO THE AGENDA

ACTION ITEMS

David J. Stoldt, General Manager provided an overview of

1. Consider Approval of Contract

his Staff Report and answered Board questions.

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

A motion was made by Director Edwards with a second by Director Paull to approve a contract with Rincon Consultants in the amount of \$26,401, plus a contingency of approximately 10% for a total not to exceed \$29,000 for environmental services related to the District Water Allocation Process. The motion passed by voice vote of 7-Ayes (Edwards, Riley, Eisenhart, Paull, Anderson, Adams and Oglesby), 0-Noes and 0-Abstain.

Suresh Prasad, Administrative Services Manager/Chief Financial Officer provided an overview of his Staff Report and answered Board questions.

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

A motion was made by Director Paull with a second by Director Riley to approve an expenditure of funds in the amount of \$2,140,000 to pay-off the Mechanics Bank loan. The motion passed by voice vote of 7-Ayes (Edwards, Riley, Eisenhart, Paull, Anderson, Adams and Oglesby), 0-Noes and 0-Abstain.

Suresh Prasad, Administrative Services Manager/CFO presented via MS PowerPoint presentation entitled, “Discussion Item 3: Review Proposed MPWMD Fiscal Year 2023-2024 Budget” and answered board questions. *A copy of the presentation is available on the District website and at the District office upon request.* After Board deliberation and by consensus provided general direction to staff to: (1) Increase the Flood/Drought Reserve from \$328,944 to \$500,000; (2) Increase Legal Expenses from \$400,000 to \$600,000; and (3) Revise the Transmittal Letter found in the Draft Budget Book.

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

There being no further business, Chair Adams adjourned the meeting at 7:53 p.m.

**with Rincon Consultants for
Environmental Consulting Services
for Future District Water
Allocation Process**

2. Consider Approval of Expenditure of Funds to Pay-Off the Remaining Balance of the Mechanics Bank Loan

DISCUSSION ITEMS

3. Review Proposed MPWMD Fiscal Year 2023-24 Budget and Resolution 2023-07

ADJOURNMENT

Joel G. Pablo, Deputy District Secretary

Minutes Approved by the MPWMD Board of Directors on Monday, June __, 2023

ITEM: CONSENT CALENDAR**2. CONSIDER APPROVAL OF AMENDMENT NO. 7 TO AGREEMENT WITH REGIONAL GOVERNMENT SERVICES AUTHORITY FOR MANAGEMENT AND ADMINISTRATIVE SERVICES**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No. :	Professional Fees
Prepared By:	Suresh Prasad	Cost Estimate:	\$25,000

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT

2-A Draft Amendment No. 7 to RGS Agreement

Exhibit 2-A to be sent under separate cover and to be posted on the District Site at:
<https://www.mpwmd.net/who-we-are/board-of-directors/2023-board-meeting-agendas/>.

ITEM: CONSENT CALENDAR**3. CONSIDER APPROVAL OF AGREEMENT WITH LYNX TECHNOLOGIES FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.	Professional Fees
Prepared By:	Suresh Prasad	Cost Estimate:	\$35,000

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT

3-A GIS Professional Services Scope of Services

June 08, 2023

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



Re: GIS Professional Services

Dear Suresh:

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

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

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

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

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

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

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

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

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

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

Sincerely,

Patrick Kelleher
Lynx Technologies

ITEM: CONSENT CALENDAR**4. AUTHORIZE FUNDS TO CONTRACT FOR LIMITED-TERM FIELD POSITIONS DURING FY 2023-2024**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Aquatic Resources Fisheries 2-3-1 I, 2-3-2 B, C; 2- 3-3 C, 2-3-4 C
Prepared By:	Suresh Prasad	Cost Estimate:	Up to \$71,310

General Counsel Approval: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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

RECOMMENDATION: The Finance and Administration Committee recommends that the Board approve the limited-term Water Resources Assistant for up to a total of 990 hours of work;

several Fisheries Aides for up to 2,765 hours of work. The approval of this item is contingent upon the adoption of FY 2023-2024 budget by the Board.

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

BACKGROUND:

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

EXHIBIT

None

ITEM: CONSENT CALENDAR**5. CONSIDER EXPENDITURE OF FUNDS FOR CORELOGIC INFORMATION SOLUTIONS, INC.**

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

General Counsel Approval: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

The RealQuest license includes:

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

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

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

IMPACT TO STAFF/RESOURCES: None.

EXHIBITS

None

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ITEM: CONSENT CALENDAR**6. AUTHORIZE EXPENDITURE FOR SOFTWARE MAINTENANCE AGREEMENTS/PURCHASE**

Meeting Date: June 20, 2023 **Budgeted:** Yes

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBITS

None

ITEM: CONSENT CALENDAR**7. APPROVE EXPENDITURE TO CORPORATION SERVICE COMPANY - RECORDING FEES**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Recording Fees 26-05-781900
Prepared By:	Stephanie Locke	Cost Estimate:	\$50,000 (mostly reimbursed)

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023, and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

SUMMARY: The District records approximately 100 documents each month with the County Recorder's office with average recording fees of \$35. The documents are electronically recorded through Corporation Service Company (CSC). Approximately 70 percent of the recording fees are reimbursed by the applicant. Recorded documents include deed restrictions related to access to water records and limitations on use, Well Confirmation of Exemptions, Water Distribution System Permits, and notices of non-compliance and compliance. Public access deed restrictions are recorded at the District's expense, and there is a minimal charge for recording Notices of Non-Compliance. All other document recording costs are reimbursed by the applicant.

CSC requires immediate payment at the time a document is recorded. To facilitate this, the District maintains a deposit account that is regularly refilled to cover recording costs. Staff is seeking approval of \$50,000 of budgeted funds for document recording during Fiscal Year 2023-2024. During FY 2022-23, the District will expend \$40,000 of the budgeted amount with \$10,000 for carry over.

Discussion at the Finance and Administration Committee focused on the unreimbursed recording fees. The committee recommended that staff review the unreimbursed recording costs and consider charging for the public access deed restriction. This action will require amendment of District Rule 23 through the ordinance process.

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

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

EXHIBITS

None

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

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	WDS Permitting 2-8-2
Prepared By:	Gabriela Bravo	Cost Estimate:	\$2,000

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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

RECOMMENDATION: The Finance and Administration Committee recommends that the Board authorize the General Manager to amend the current District professional services contract with Pueblo for a not-to-exceed amount of \$2,000 for FY 2022-2023, which was recently adopted by the Board as part of the FY 2023-2024 budget. If this item is adopted along with the Consent Calendar, staff will execute a contract amendment with Pueblo.

BACKGROUND AND DISCUSSION: Pueblo has been retained since June 2006 to assist staff with WDS Permit processing on an as-needed basis. All amounts are maximums; only actual hours of service are billed. Invoiced hours submitted by consultants for review of each application are reimbursed by the applicant before the applicant receives the signed WDS Permit.

Pueblo's rates are competitive with other consulting firms with experienced, registered hydrogeologists. Pueblo is very knowledgeable about local hydrogeology and MPWMD procedures, and is considered to be cost-efficient for this work. Pueblo also has contracts with the District for Aquifer Storage and Recovery tasks in the Seaside Groundwater Basin.

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

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

EXHIBIT

- 8-A** Pueblo Water Resources Scope of Work and Fee Schedule for FY 2023-2024
- 8-B** Draft Contract Amendment



May 26, 2023
Project No. 15-0069

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

Attention: Ms. Gabby Ayala

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

Dear Gabby:

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

SCOPE OF SERVICES

Task 1 – Assist with Assessment Reports

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

Fees

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



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

Sincerely,

Pueblo Water Resources, Inc.

A handwritten signature in black ink, appearing to read 'R. Marks', written in a cursive style.

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

RCM

Attachments: 2023 Fee Schedule



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

Professional Services

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

Other Direct Charges

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

Equipment Charges

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

*Regionally and seasonally specific to project.



EXHIBIT 8-B

**CONTRACT AMENDMENT BETWEEN PUEBLO WATER RESOURCES
AND MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**

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

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

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

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

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

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

Dated

David J. Stoldt
MPWMD General Manager

Dated

ITEM: CONSENT CALENDAR**9. CONSIDER CONTRACT WITH MAGGIORA BROTHERS DRILLING AND PUEBLO WATER RESOURCES TO PROVIDE AQUIFER STORAGE AND RECOVERY OPERATIONAL SUPPORT**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt General Manager	Program/ Line Item No.:	Water Supply Projects 1-2-1
Prepared By:	Jonathan Lear	Cost Estimate:	\$75,000

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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

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

Staff proposes to retain PWR to support the District with permitting and project performance support on an as-needed basis and to contract with Maggiore Brothers Drilling for facility repair and maintenance over the WY 2024 ASR season for an amount not to exceed \$75,000 combined.

RECOMMENDATION: The Finance and Administration Committee recommends that the Board authorize District staff to use PWR on an as-needed basis, and contract with Maggiore Brothers Drilling in an amount not-to-exceed \$75,000 to support the District with WY 2024 ASR operations.

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

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

EXHIBITS

- 9-A** Pueblo Water Resources, Inc. 2023 Fee Schedule
- 9-B** Contract with Maggiore Brothers
- 9-C** Operational Memo to File Documenting Damage to Seaside Middle School Monitor Well



PUEBLO WATER RESOURCES, INC. 2023 FEE SCHEDULE

Professional Services

Table listing professional services and rates: Principal Professional (\$225/hr), Senior Professional (\$210/hr), Project Professional (\$195/hr), Staff Professional (\$165/hr), Technician (\$155/hr), Illustrator (\$140/hr), Word Processing (\$120/hr)

Other Direct Charges

Table listing other direct charges: Subcontracted Services (Cost Plus 15%), Outside Reproduction (Cost Plus 15%), Travel Expenses (Cost Plus 15%), Per Diem* (\$150/day), Vehicle (\$75/day)

Equipment Charges

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

*Regionally and seasonally specific to project.

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

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

SECTION I - SCOPE OF SERVICES

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

SECTION II COMPENSATION

A. FEE SCHEDULE

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

B. METHOD OF PAYMENT

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

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

C. MAXIMUM PAYMENT

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

D. LATE PERFORMANCE PENALTY

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

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

SECTION III INSPECTION OF WORK

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

SECTION IV OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

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

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

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

GIS deliverables shall include the following:

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

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

Consultant may retain copies for his/her own use.

SECTION V TIME OF PERFORMANCE

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

SECTION VI RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. Upon request, MPWMD shall provide Consultant with all relevant data and studies in its possession without charge. Consultant represents that he/she is familiar with such materials provided by MPWMD and that they are sufficient to discharge MPWMD's obligation hereunder.
- C. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Services.
- D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.
- E. The officers, agents, and employees of MPWMD shall cooperate with Consultant in the performance of services under this agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD and the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, material men, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors,

and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

- G. Consistent with the professional standard of care and except as otherwise expressly set forth herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by MPWMD or others without independent review or evaluation. This Agreement shall not create any rights or benefits to parties other than Consultant and MPWMD. No third party shall have the right to rely on Consultant opinions rendered in connection with the Services without the written consent of Consultant and the third party's agreement to be bound to the same conditions and limitations as MPWMD. Notwithstanding the foregoing, it is understood that Cal-Am may use the deliverables provided hereunder for the purposes contemplated under this Agreement. The parties agree that the work product hereunder, in whole or in part, is not suitable for financing purposes.

SECTION VII INSURANCE

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

SECTION VIII CHANGES AND CHANGED CONDITIONS

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

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

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

SECTION IX TERMINATION

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

SECTION X SUB-CONTRACTING AND ASSIGNABILITY

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

SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

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

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

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

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

SECTION XII INTEREST OF CONSULTANT

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

SECTION XIII CONTINGENT FEES

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

SECTION XIV DISPUTES

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

SECTION XV NOTICES

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

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

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

SECTION XVI AMENDMENTS

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

SECTION XVII ATTACHMENTS

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

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

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

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

_____ **Date** _____

BY: David J. Stoldt, General Manager

CONSULTANT

_____ **Date** _____

BY:

FEDERAL TAX IDENTIFICATION NUMBER:

EXHIBIT A – SCOPE OF WORK

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

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

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

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EXHIBIT B – BUDGET AND FEE SCHEDULE

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

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EXHIBIT C – WORK SCHEDULE

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

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EXHIBIT D – INSURANCE REQUIREMENTS

- I. Subgrantee shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. 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 \$1,000,000, except for coverage "D" which shall not be less than \$2,000,000. The procurement and maintenance by the Subgrantee of the policies required to be obtained and maintained by Subgrantee under this Agreement shall not relieve or satisfy Subgrantee's obligation to indemnify, defend and save harmless the District.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District shall be listed as a certificate holder on the Subgrantee's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 60-day prior written notice of cancellation.
- IV. The District requires that all Subgrantees carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. 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."

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

EXHIBIT E – DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of responsible party

Name and title of responsible party

Date signed



Memorandum

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

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

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

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

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

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

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

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

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

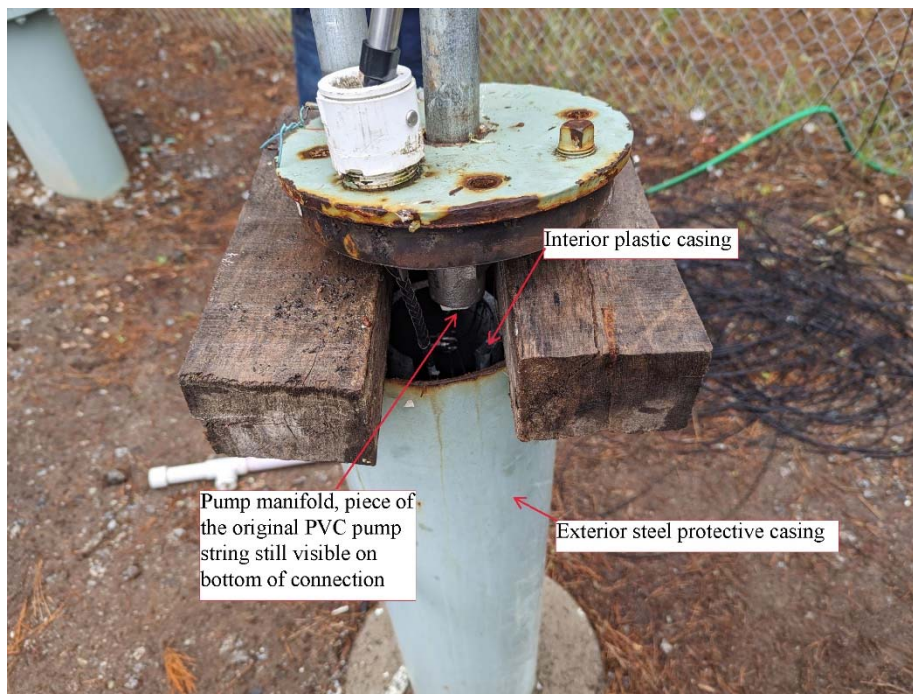
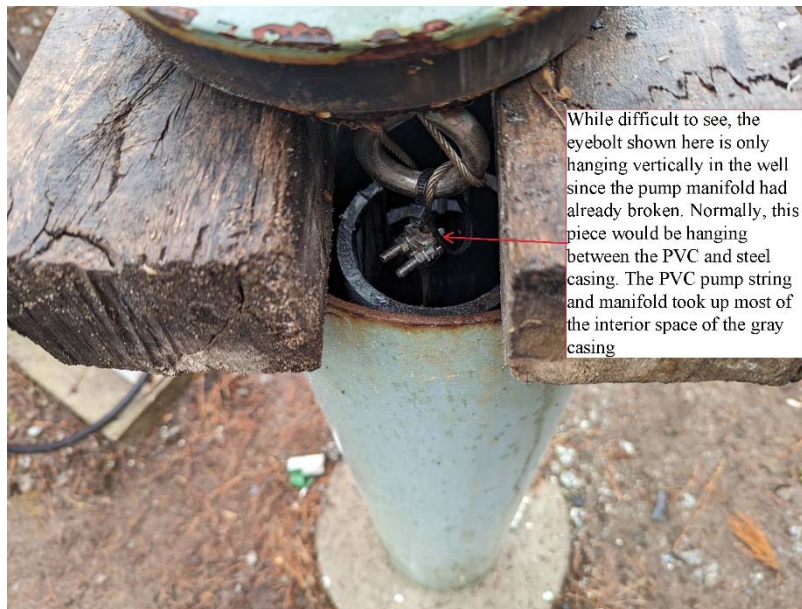


Figure 1) Showing the layout of the SMS Deep well after the pump had broken

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

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



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

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

ITEM: CONSENT CALENDAR**10. CONSIDER AUTHORIZING MONTEREY BAY ANALYTICAL SERVICES TO PROVIDE LABORATORY SUPPORT FOR AQUIFER STORAGE AND RECOVERY, WATERMASTER MONITORING AND MAINTENANCE PLAN, AND CARMEL VALLEY ALLUVIAL AQUIFER WATER QUALITY MONITORING**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt	Program/	Water Supply Projects,
	General Manager	Line Item:	Hydrologic
			1-2-1-B2 (ASR), 2-5-2-A
			(Watermaster), 2-5-1-B
			(CVAA)
Prepared By:	Jonathan Lear	Cost Estimate:	\$30,000 for all programs

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines section 15378.**

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

RECOMMENDATION: The Finance and Administration Committee recommends that the Board authorize the General Manager to approve expenditures in an amount not-to-exceed \$30,000 to complete laboratory analysis related to the ASR, Watermaster, and District Programs FY 2023-2024.

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

ASR: The Districts Carmel River ASR Program is enrolled in the General Permit for the injection of drinking water at the Regional Water Quality Control Board. (https://www.dropbox.com/s/ryes0bpe4754a8y/MPWMD_NOA_ASR_final_signed%20%28003%29.pdf?dl=0) Water quality sampling is driven by this permit and project operations which are controlled largely by the availability of excess runoff on the Carmel River Watershed. The total

cost of the water quality program is unknown due to these factors, however the average cost of the program is less than the budget placeholder of \$11,000. All funds spent on this program are reimbursed by CalAm through the ASR agreement.

Watermaster: The Seaside Groundwater Basin was Adjudicated in 2006. On May 25, 2006, the Basin Monitoring and Maintenance Plan was approved by the Monterey County Superior Court. (<https://www.seasidebasinwatermaster.org/seasidebasinwatermaster.org/Other/5-25-06BMMP%20Court%20Approval1.pdf>) This plan set the required hydrologic monitoring required by the Watermaster to measure the health and the effects of the Adjudication Decision on the Seaside Groundwater Basin. The District is under contract with the Watermaster to complete the hydrologic monitoring and database tasks to support this Plan. Budget allocated for this sampling over FY 2023-2024 is \$17,000. All laboratory expenditures for the Watermaster are reimbursed through the contractual agreement to complete the work.

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

EXHIBIT

None

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

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	Dave Stoldt General Manager	Program/ Line Item No.:	1-5-1-A
Prepared By:	Jon Lear	Cost Estimate:	\$55,000

General Counsel Approval: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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

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

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

EXHIBIT

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

EXHIBIT 11-A

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

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

SECTION I - SCOPE OF SERVICES

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

SECTION II COMPENSATION

A. FEE SCHEDULE

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

B. METHOD OF PAYMENT

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

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

C. MAXIMUM PAYMENT

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

D. LATE PERFORMANCE PENALTY

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

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

SECTION III INSPECTION OF WORK

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

SECTION IV OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

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

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

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

GIS deliverables shall include the following:

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

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

Consultant may retain copies for his/her own use.

SECTION V TIME OF PERFORMANCE

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

SECTION VI RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. Upon request, MPWMD shall provide Consultant with all relevant data and studies in its possession without charge. Consultant represents that he/she is familiar with such materials provided by MPWMD and that they are sufficient to discharge MPWMD's obligation hereunder.
- C. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Services.
- D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.
- E. The officers, agents, and employees of MPWMD shall cooperate with Consultant in the performance of services under this agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD and the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, material men, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors,

and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

- G. Consistent with the professional standard of care and except as otherwise expressly set forth herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by MPWMD or others without independent review or evaluation. This Agreement shall not create any rights or benefits to parties other than Consultant and MPWMD. No third party shall have the right to rely on Consultant opinions rendered in connection with the Services without the written consent of Consultant and the third party's agreement to be bound to the same conditions and limitations as MPWMD. Notwithstanding the foregoing, it is understood that Cal-Am may use the deliverables provided hereunder for the purposes contemplated under this Agreement. The parties agree that the work product hereunder, in whole or in part, is not suitable for financing purposes.

SECTION VII INSURANCE

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

SECTION VIII CHANGES AND CHANGED CONDITIONS

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

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

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

SECTION IX TERMINATION

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

SECTION X SUB-CONTRACTING AND ASSIGNABILITY

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

SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

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

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

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

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

SECTION XII INTEREST OF CONSULTANT

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

SECTION XIII CONTINGENT FEES

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

SECTION XIV DISPUTES

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

SECTION XV NOTICES

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

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

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

SECTION XVI AMENDMENTS

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

SECTION XVII ATTACHMENTS

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

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

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

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

_____ **Date** _____

BY: David J. Stoldt, General Manager

CONSULTANT

_____ **Date** _____

BY: Derrick Williams, Project Manager

FEDERAL TAX IDENTIFICATION NUMBER: 86-0484626

EXHIBIT A – SCOPE OF WORK

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

EXHIBIT B – BUDGET AND FEE SCHEDULE



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

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

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

EXHIBIT C – WORK SCHEDULE

This scope of work is to be completed for tasks that arise in Calendar Years 2023 and 2024.

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.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District shall be listed as a certificate holder on the Subgrantee's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 60-day prior written notice of cancellation.
- IV. The District requires that all Subgrantees carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 1. 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."

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

EXHIBIT E – DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of responsible party

Name and title of responsible party

Date signed

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

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Revenues
Prepared By:	Suresh Prasad	Cost Estimate:	\$9,000

General Counsel Approval: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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

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

BACKGROUND: There were two alternatives for the water supply charge collection mechanism: Alternative A was bills sent directly by the District or through a third-party mailing house; Alternative B was the use of the semi-annual County Assessor's bill, similar to what is the current practice for Carmel Area Wastewater District and the water recipients under the Castroville Seawater intrusion Project. At its June 27, 2012 meeting the Board reviewed and approved Resolution 2012-06 for collection of Water Supply Charge on the County Assessor's Office.

EXHIBIT
12-A Resolution 2023-08

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EXHIBIT 12-A

RESOLUTION 2023-08 (DRAFT)

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Public Agency hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “A”, regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California.

2. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the Cd or electronic file identified as Exhibit “A”, the Public Agency shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit “A” and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and

interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

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

AYES:

NAYES:

ABSENT:

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

Dated:

David J. Stoldt
Secretary to the Board

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

FISCAL YEAR 2023-24

GENERAL TAXES:

SPECIAL TAXES:

ASSESSMENTS:

PROPERTY-RELATED FEES AND CHARGES:

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

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

Meeting Date:	June 20, 2023	Budgeted:	N/A
From:	David J. Stoldt General Manager	Program/ Line Item No.:	N/A
Prepared By:	Suresh Prasad	Cost Estimate:	N/A

General Counsel Review: N/A**Committee Recommendation:** The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.**CEQA Compliance:** This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.

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

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

EXHIBIT**13-A** Resolution 2023-09



EXHIBIT 13-A

RESOLUTION 2023-09 (DRAFT)

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

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

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

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

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

AYES:

NAYES:

ABSENT:

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

Dated:

David J. Stoldt
Secretary to the Board

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

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

NOTES:

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

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

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

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

ITEM: CONSENT CALENDAR**14. CONSIDER ADOPTION OF RESOLUTION NO. 2023-10 AMENDING THE FEES AND CHARGES TABLE – RULE 60****Meeting Date: June 20, 2023 Budgeted: N/A****From: David J. Stoldt, General Manager Program/Line Item No.:****Prepared By: Gabriela Bravo Cost Estimate: N/A****General Counsel Review: Yes****Committee Recommendation: The Finance and Administration Committee considered this item on June 12, 2023, and recommended approval with additional review prior to the board meeting.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

SUMMARY: Resolution 2023-10 (**Exhibit 14-A**) amends Rule 60, the Fees and Charges Table, to reflect actual expenses (time, effort, and cost) incurred by the District as a result of providing the services listed. The amendments (**Exhibit 14-B**) are shown in bold italic (*new text*) and ~~strikeout~~ (deletions are shown in red). The table has been renumbered for reference, and there are green notes related to the proposed edits. Resolution 2023-10 must be adopted to implement these changes to Rule.

The amendments to the Fees and Charges Table include:

1. Deleted “Short Term Variance” deleted as the rule was deleted some time ago in an ordinance.
2. Deleted fees associated with surveying residents for water rationing as the rule has been changed and surveys are not required. In the event of future water rationing, the fees associated with rationing actions will be evaluated and the table amended if needed.
3. Some fees were updated to reflect actual staff efforts. Others, such as permits for river work, were reviewed following the Finance and Administrative Committee meeting and determined not to require further action.
4. Items were moved around to create a better flow and renumbered. Staff will be following up with another round of reorganization after adoption of the changes proposed in this resolution.
5. Repeated fees were deleted.
6. Fees were added for duplication and records costs which are primarily charged for Public Records Act responses.

RECOMMENDATION: The Finance and Administration Committee thoroughly reviewed this item, provided feedback to staff, and recommends that the Board adopt Resolution 2023-10, Amending Rule 60, Fees and Charges Table.

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

EXHIBITS

14-A Draft Resolution No. 2023-10

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



EXHIBIT 14-A

RESOLUTION 2023-10 (DRAFT)

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

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

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

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

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

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

AYES:

NAYES:

ABSENT:

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

Dated:

David J. Stoldt
Secretary to the Board

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

Action		Fee
<i>Action on any Appeal/Variance</i>		
1	Appeal or Variance	\$900 plus \$90 per hour for more than 10 hours
XX	Short Term Variance (Rule 91) (DELETED BY ORDINANCE NO. 189 (12/13/2021))	\$125
2	Request for Water from District Reserve Allocation (MOVED FROM LINE 37 TO LINE 2)	\$225 per application plus \$90 per <i>staff</i> hour for more than 2.5 hours 5 hours .
<i>Action on any Permit</i>		
3	Administrative fee to monitor, review and enforce applications and/or permits for Special Circumstances (Rule 24)	\$1800 plus \$90 per <i>staff</i> hour for more than 20 hours
4	Amendment to a Non-Residential Water Permit (Rule 23)	\$180 per amendment plus \$90 per <i>staff</i> hour for more than 2 hours
5	Amendment to a Residential Water Permit (Rule 23)	\$135 per amendment plus \$90 per <i>staff</i> hour for more than 1.5 hours
6	Amendment to a Water Use Permit (Water Entitlement Process) (also may require Capacity Fees pursuant to Rule 24) (MOVED FROM ORIGINAL LINE 62 TO LINE 6)	\$90 per hour <i>per amendment plus \$90 per staff hour for more than 1 hour; also see Rule 24</i>
7	Application for Non-Residential Water Permit (Rule 23) (MOVED FROM ORIGINAL LINE 18 MOVED TO LINE 7)	\$450 per structure plus \$90 per <i>staff</i> hour for more than 5 hours
8	Application for Residential Water Permit (Rule 23) (MOVED FROM ORIGINAL LINE 21 TO LINE 8)	\$225 per Dwelling Unit plus \$90 per <i>staff</i> hour for more than 2.5 hours
9	Application for Water Use Permit (Water Entitlement Process) (also may require Connection Charges pursuant to Rule 24) (ORIGINAL LINE 63 MOVED TO LINE 9)	\$270 per Site plus \$90 per <i>staff</i> hour for more than 3 hours; also see Rule 24
10	Review Landscape Plans <i>Application for Landscape Water Permit</i> (ORIGINAL LINE 36 MOVED TO LINE 10)	<i>\$225 per application plus \$90 per staff hour for more than 2.5 hours</i>
11	Application for Conditional Water Permit (Rule 23)	\$450 per structure plus \$90 per <i>staff</i> hour for more than 5 hours
12	Application Fee for Confirmation of Exemption (Rule 21)	\$600 per application. If needed, additional staff hours are charged at a rate of \$9990 per hour; recovery for other MPWMD actual direct costs will be additional if not covered by the initial \$600 fee
13	Water Quality Sampling for Confirmation of Exemption	Actual cost incurred by District
14	Application Fee Deposit to Create/Establish or Amend a WDS, Level 1 or <i>Level 2</i> Permit (Rules 21 and 22)	\$1,200 per application. If needed, additional staff hours are charged at a rate of \$9990 per hour; recovery for other MPWMD actual direct costs

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

		will be additional if not covered by the initial \$1,200 fee; unused funds will be refunded
15	Application Fee Deposit to Create/Establish or Amend a WDS, Level 3 Permit (Rules 21 and 22)	\$3,000 per application. If needed, additional staff hours are charged at a rate of \$9990 per hour; recovery of other MPWMD actual direct costs will be additional if not covered by the initial \$3,000 fee; unused funds will be refunded
XX.	WDS Permit Pre Application Consultation (Rule 22) (ORIGINAL LINE 11 MOVED TO LINE 19)	There shall be no charge for the first hour of consultation with MPWMD staff regarding the WDS Permit process. An Application Form and associated fee must be submitted after the first hour unless otherwise determined by the General Manager due to unusual circumstances
16	Application to Create/Establish a Water Distribution System or Amend a Water Distribution System Creation Permit -- Deposit for Unusually Complex Projects: "Unusually complex projects" are defined as projects requiring MPWMD staff time substantially more than the hours stated in the Application Fee to Create a Water Distribution System. In these situations, staff will review the cumulative total of hours and expenses accrued each quarter (January, April, July and October). The Applicant will be billed if the quarterly unpaid total is more than \$500 over the initial fee. The Applicant must pay the overage within 30 days of the invoice for staff to continue processing the application. The Confirmation of Exemption or WDS Permit is not signed and recorded until all fees are paid (Rules 21 and 22)	\$3,000 plus any additional staff or legal review as determined on a case-by-case basis by the General Manager
Action		Fee
<i>Action on any Appeal/Variance</i>		
17	Application to Create/Establish a Water Distribution System or Amend a Water Distribution System Creation Permit – Legal Fees: Any legal work performed by MPWMD Counsel associated with the Application is charged to the Applicant at actual cost, based on the hourly rate of retained MPWMD legal counsel at the time services are rendered (Rule 22)	Actual cost, based on the hourly rate of retained MPWMD legal counsel at the time services are rendered
18	Application to Create/Establish a Water Distribution System or Amend a Water Distribution System Creation Permit – Unused Funds (Rule 22)	Unused deposits or Application fee will result in a refund of unused funds to the Applicant
19	WDS Permit Pre Application for Consultation Pre-Application for Consultation Relating to WDS Permits (First hour free) (Rule 22) (ORIGINAL LINE 11 MOVED TO LINE 19)	There shall be no charge for the first hour of consultation with MPWMD staff regarding the WDS Permit process. An Application Form and associated fee must be submitted after the first hour unless otherwise determined by the General Manager due to unusual circumstances
20	Pre-Application Consulting Relating to Water Permits (First 30 minutes free) (Rule 20) (ORIGINAL LINE 30 MOVED TO LINE 20)	\$225 plus \$90 per <i>staff</i> hour for more than 2.5 hours
21	Water Permit to Reinstall Meter Application to Reinstall Water Meter (Former use documented under Rule 25.5)	No Fee

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

22	Application to Split an Existing Meter	No Fee
23	Application for Temporary Water Permit (Rule 23)	\$450 per structure plus \$90 per <i>staff</i> hour for more than 5 hours
XX	Application for Non-Residential Water Permit (Rule 23) (ORIGINAL LINE 18 MOVED TO LINE 7)	\$450 per structure plus \$90 per hour for more than 5 hours
24	Plan Check for Non-Residential Waivers (I ncludes Site Inspection)	\$225 per structure
25	Plan Check for Non-Residential Waivers (No Site Inspection)	\$90 per structure
XX	Application for Residential Water Permit (Rule 23) (MOVED ORIGINAL LINE NO. 21 TO LINE 8)	\$225 per Dwelling Unit plus \$90 per hour for more than 2.5 hours
XX	Recalculation of Final Capacity Fees (Rule 23) (ORIGINAL LINE 27 DELETED)	\$90 per hour of staff time for all necessary efforts in excess of five hours per Site
26	Plan Check for Residential Waivers (I ncludes Site Inspection)	\$225 per Dwelling Unit
27	Plan Check for Residential Waivers (No Site Inspection)	\$90 per Dwelling Unit
28	Capacity Fees (Moderate Income Housing) (Rule 24.5)	50% of Capacity Fees set pursuant to Rule 24
29	Capacity Fees -- (Low-Income Housing) (Rule 24.5)	Exempt from Capacity Fees set pursuant to Rule 24
30	Capacity Fees - Residential and Non-Residential Water Permits	See Rule 24
XX	Recalculation of Final Capacity Fees (Rule 23) (ORIGINAL LINE 27 DELETED)	\$90 per hour of staff time for all necessary efforts in excess of five hours per Site
31	Direct Costs - Publication Expenses, Filing Fees, Etc. (Rule 60)	Actual cost incurred by District - Applies to Water Distribution System Permits only
32	Permit Fee Payment Plans (Limited to California Non-Profit Public Benefit Corporations and requires Board approval and finding of substantial financial hardship) (Rule 24)	Deferred interest rate set by the Board
XX	Pre-Application Consulting relating to Water Permits (First 30 minutes free) (Rule 20) (ORIGINAL LINE 30 IS MOVED TO LINE 21)	\$225 plus \$90 per hour for more than 2.5 hours
33	Refund of Capacity Fees (Rule 24)	\$90 processing fee <i>plus \$90 per staff hour for more than 1 hour</i>
XX	River Work Permits (see separate list below) (DUPLICATE)	
XX	Water Entitlement Related Activity (see separate list below) (DUPLICATE)	
XX	Water Use Credits On-Site Credits (see separate list below) (DUPLICATE)	
Action		Fee

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

<i>Action on any Appeal/Variance</i>		
XX	Water Use Credits—Transfers (see separate list below)	
XX	Review Landscape Plans (ORIGINAL LINE 36 MOVED TO LINE 11)	\$90
XX	Request for Water from District Reserve Allocation (ORIGINAL LINE 37 MOVED TO LINE 3)	\$225 per application plus \$90 per hour for more than 5 hours
<i>Document Preparation, Processing, Review or Retrieval (Rule 60)</i>		
34	Scan Construction Plans for Water Permit	\$45 per application. Time to process beyond 30 minutes shall be charged at a rate of \$90/hour.
35	Deed Preparation and Review by Staff	\$110 per transaction. Included in Standard Water Permit processing fees deed restriction.
36	Legal Review of Deed Restrictions for an LLC, Company, HOA, Corporations, Partnerships, etc.	\$150 -Actual cost incurred by District
37	Direct Costs -- Publication Expenses, Etc.	Actual cost incurred by District
38	Direct Costs for Deed Restrictions -- Courier Charge, Federal Express, E-record	Actual cost incurred by District
XX	Direct Costs for Deed Restrictions—Courier Charge, Expedited Service, E-record (ORIGINAL LINE 43 IS A DUPLICATE OF LINE 38; AND IS REMOVED)	\$75 per occurrence
39	Document Recordation (if separate from review or preparation)	Actual cost incurred by District (document lengths vary)
40	Legal Review performed by MPMWD Counsel on Deed Restrictions Related to Appeals, Permits, Variances, Water Use Credits, or other Activities	Charged at the hourly rate of retained MPWMD legal counsel at the time services are rendered.
<i>Water Conservation and Rationing Plan</i>		
XX	Misrepresentation of resident survey information during Stage 4, 5, 6 and 7 (Rule 170) (RESIDENTIAL SURVEYS ARE NO LONGER REQUIRED)	\$250 for each offense. Each separate day or portion thereof during which any violation occurs or continues without a good faith effort by the responsible Water User to correct the violation. See Rule 170.
<i>Duplication and Records Costs</i>		
41	MPWMD Rules & Regulations (Rule 60)	\$46 per copy
42	Black and White Copies	Ten (10) \$0.10 cents per page
43	Color Copies	\$0.50 cents per page
44	<i>Two-Sided Copies</i>	<i>\$0.10 cents per page</i>
45	Mailing	Actual cost incurred by District
46	Thumb Drive	\$5.00

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

47	<i>CD-ROM or DVD</i>	<i>\$5.00</i>
48	<i>Oversized or Irregularly Shaped Documents</i>	<i>Actual cost incurred by District.</i>
49	<i>Preparation of a New Record that Requires Data Compilation, Extraction or Programming</i>	<i>Charged based on labor and time to produce the record.</i>

Action		Fee
Rebate Processing		
50	Application for Rebate	No charge
River Work Permits (Rules 126 and 127)		
51	Minor River Work	\$25 per application
52	River Work Permit	\$50 per application
53	Emergency River Work	\$50 per application
54	Unusually Complex Applications	Actual cost incurred by District for MPWMD staff time in excess of five (5) one hours per application plus direct costs.
Inspection Activities (Rule 110)		
55	Cancellation of Inspection (less than 24 hours notice)	\$75 per inspection
56	No-Show; Failure to Provide Access for Scheduled Inspection	\$75 per inspection
Inspection Activities (Rule 110)		
57	Conservation Verification Inspection Pursuant to Rule 143 and 144 (Retrofit of Existing Commercial Uses and Change of Ownership or Use)	No Charge
58	Site Inspection (pre-application, or not associated with a planned application, or inspection to document Non-Residential retrofit pursuant to Rule 25.5)	\$110 per inspection
59	Repeat Inspection (overlooked fixtures or failure to show all fixtures)	\$75 \$110 per inspection
XX	Amendment to a Water Use Permit (Water Entitlement Process) (also may require Capacity Fees pursuant to Rule 24) (ORIGINAL LINE 62 MOVED TO LINE 6)	\$90 per hour
XX	Application for Water Use Permit (Water Entitlement Process) (also may require Connection Charges pursuant to Rule 24) (ORIGINAL LINE 63 MOVED TO LINE 9)	\$270 per Site plus \$90 per hour for more than 3 hours; also see Rule 24
XX	Water Use Permit Monitoring (Water Entitlement Process) Rule 23.5)	\$90 plus \$90 per hour for more than 1 hour

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

	(ORIGINAL LINE 64 IS DELETED AS IT IS INCLUDED IN THE WATER USE PERMIT APPLICATION FEE)	
XX	3rd Party Consulting or Ancillary Costs (Rule 23.5) (DUPLICATE)	Actual cost incurred by District
XX	Legal work performed by MPWMD Counsel on Water Entitlement Related Actions (Rule 23.5) (ORIGINAL LINE 66 IS DELETED AND INCORPORATED INTO LINE 44)	Charged at the hourly rate of retained MPEMD legal counsel at the time services are rendered
XX	Direct Costs—Courier Charge, Federal Express Charges (ORIGINAL LINE 67 IS DELETED AS IT IS A DUPLICATE OF ORIGINAL LINE ITEM 43 AND IS NOW LINE 42)	Actual cost incurred by District when less than three deed restrictions are being transported
Water Use Credits and On-Site Credit Activity (Rule 25.5)		
XX	Documentation of Water Use Credit—Non Residential (Rule 25.5) (FEES FOR WATER USE CREDIT DOCUMENTATION ARE INCLUDED IN OTHER LINE ITEMS)	\$110 plus \$7590 per hour for more than 1.5 hours
Action		
Fee		
60	3rd Party Consulting or Ancillary Costs Incurred to Verify W water use Savings	Actual cost incurred by District
Water Credit Transfer Activity (Rule 28)		
61	Application to Transfer a Water Use Credit (originating Site)	\$2,700 plus \$90 per <i>staff</i> hour for more than 30 hours
62	Application for a Water Permit Utilizing a Water Credit Transfer (receiving Site)	\$900 plus \$90 per <i>staff</i> hour for more than 10 hours
63	Complex Transfer (fee for projects proposing to save water by means of new water saving technology)	\$3,600 plus \$90 per <i>staff</i> hour for more than 40 hours
64	3rd Party Consulting or Ancillary Costs Incurred to Review W Water Use Credit Transfer	Actual cost incurred by District
Water Waste Fees (Rule 162)		
<i>Fee amounts are tripled for customers using over 500,000 gallons/year</i>		
65	First O ffense	No fee: Written notice and opportunity to correct the situation
66	Fee for F irst Flagrant Violation	\$100. <i>Fee amounts are tripled for customers using over 500,000 gallons/year</i>

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

67	Fee for S second Flagrant Violation W within T two (2) M months	\$250. <i>Fee amounts are tripled for customers using over 500,000 gallons/year</i>
68	Fee for T third and S ubsequent Flagrant Violations W within T welve (12) M months	\$500. <i>Fee amounts are tripled for customers using over 500,000 gallons/year</i>
<i>Water Waste Fees (Rule 162)</i> <i>Fee amounts are tripled for customers using over 500,000 gallons/year</i>		
69	Fee for Administrative Compliance Order or Cease & Desist Order	Up to \$2,500 per day for each ongoing violation, except that the total administrative penalty shall not exceed one hundred thousand dollars (\$100,000.00) exclusive of administrative costs, interest and restitution for compliance re-inspections, for any related series of violations
70	Late P ayment C harges	Half of one percent of the amount owed per month
<i>Well Monitoring Activity (Rule 52)</i>		
71	Well Registration of an Existing Well — Non Public Entities	\$50 per Registration Well
XX	Registration of an Existing Well — Public Entities	No Fee
XX	Registration of a New Well — Non Public Entities	No Fee
XX	Registration of a New Well — Public Entities	No Fee
XX	Well Registration Form	\$50 per Form
XX	Application to Convert Water Well to Monitor Well	\$50 Application Fee \$550 Conversion Fee (upon application approval)

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

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

Meeting Date:	June 20, 2023	Budgeted:	N/A
From:	David J. Stoldt General Manager	Program/ Line Item No.:	N/A
Prepared By:	Gabriela Bravo	Cost Estimate:	N/A

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee considered this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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



EXHIBIT 15-A

RESOLUTION NO. 2023-11

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

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

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

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

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

AYES:

NAYES:

ABSENT:

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

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

David J. Stoldt, Secretary to the Board

TABLE 3: CAPACITY FEE HISTORY

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

2022-23	\$33,608.00
<i>2023-2024</i>	<i>\$35,019.00</i>

ITEM: CONSENT CALENDAR**16. CONSIDER ADOPTION OF TREASURER'S REPORT FOR APRIL 2023****Meeting Date: June 20, 2023 Budgeted: N/A****From: David J. Stoldt, General Manager Program/ Line Item No.: N/A****Prepared By: Suresh Prasad Cost Estimate: N/A****General Counsel Review: N/A****Committee Recommendation: Due to time constraints at the June 12, 2023, the Finance and Administration Committee was not able to discuss this item and agreed to present it to the full Board on June 20, 2023.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

RECOMMENDATION: Staff recommends adoption of the April 2023 Treasurer's Report and financial statements, and ratification of the disbursements made during the month.

EXHIBITS

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

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

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

EXHIBIT 16-B

115
Check Report



Monterey Peninsula Water Management Di

By Check Number

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
06746	POSTMASTER	04/14/2023	Regular	0.00	1,550.00	40780
			Total Regular:	0.00	1,550.00	

Check Report

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

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

Check Report

Vendor Number
24161

Vendor Name
Villa Rose of Monterey HOA - Irrigation

Payment Date
04/13/2023

Payment Type
Virtual Payment

Discount Amount	Payment Amount	Number
0.00	199.00	APA002334

Total Virtual Payment: **0.00** **38,806.18**

Bank Code REBATES-02 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	117	116	0.00	38,806.18
	117	116	0.00	38,806.18

All Bank Codes Check Summary

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

Fund Summary

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

EXHIBIT 16-C**Payroll Bank Transaction Report**

Monterey Peninsula Water Management District

By Payment Number

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

Payroll Set: 01 - Monterey Peninsula Water Management District

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

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

Statement of Revenue Over Expense - No Decimals
Group Summary

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



Monterey Peninsula Water Management Di

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

Statement of Revenue Over Expense - No Decimals

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

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

Statement of Revenue Over Expense - No Decimals

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

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

Statement of Revenue Over Expense - No Decimals

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

Fund Summary

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

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

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	Dave Stoldt General Manager	Program/ Line Item No.:	2-5-1 A
Prepared By:	Jonathan Lear	Cost Estimate:	\$17,500

General Counsel Approval: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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

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

BACKGROUND: The District has funded a cooperative water resources program with the USGS to monitor Carmel River streamflow since the late 1980s. Other than the District, the USGS is the only other independent agency that monitors continuous Carmel River streamflow. The Carmel station provides a long-term streamflow record that began in 1962. The USGS streamflow data provide a valuable cross check for the District's streamflow data when verifying the daily, annual, and peak flows that occur on the Carmel River. The USGS Carmel River streamflow data also support the District's implementation of Aquifer Storage and Recovery (ASR) operations in the Seaside Groundwater Basin in that the data are utilized in real-time to assist in scheduling when to commence or cease injection, given current trends in streamflow conditions. In addition, as a cooperator with the

USGS, the District has access to purchase equipment from the USGS Hydrologic Instrumentation Facility and keep informed of advancements in instrumentation. The Agreement for WY 2023 is included as **Exhibit 17-A** as an example of the agreement that would be negotiated in WY 2024.

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

EXHIBIT

17-A Joint Funding Agreement for Water Year 2023



United States Department of the Interior

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

October 7, 2022

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

Dear Mr. Stoldt:

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

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

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

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

Sincerely,

Alissa Coes
Acting Director, USGS California Water Science
Center

Enclosure
23ZGJFA03000022 (2)

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

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

**Customer #: 600000949
Agreement #: 23ZGJFA03000022
Project #:
TIN #: 94-2535586**

Fixed Cost Agreement YES[X] NO[]

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

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

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

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

Description of the USGS regional/national program:

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

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

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

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

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

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

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

Form 9-1366
(May 2018)

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

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

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

USGS Technical Point of Contact

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

Customer Technical Point of Contact

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

USGS Billing Point of Contact

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

Customer Billing Point of Contact

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

U.S. Geological Survey
United States
Department of Interior

Monterey Peninsula Water Mgmt. Dist.

Signature

Signatures

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

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FY 2023 **USGS Cooperative Water Program**
 Agreement Period Oct 1, 2022 - Sept 30, 2023
 Agreement # 232GJFA14300

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

10/7/2022

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

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

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

ITEM: CONSENT CALENDAR**18. CONSIDER APPROVAL OF EXPENDITURE OF FUNDS FOR OUTREACH EVENT “SUMMER SPLASH WATER CHALLENGE GIVEAWAY 4”**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Conservation Program 26-05-781140
Prepared By:	Stephanie Kister	Cost Estimate:	\$15,000 (Partially Reimbursable)

General Counsel Approval: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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

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

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

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

U:\staff\Boardpacket\2023\20230620\Consent Calendar\18\Item-18.docx

2023 Outreach: Summer Splash Water Challenge Giveaway 4

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

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

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

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

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

<https://www.youtube.com/watch?v=9Bf-h4IYrso>

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

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



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

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

MPWMD

Media Placement for Summer Splash Ads / July 2023

Monterey Bay Parent

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

Pacific Grove Press

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

Pine Cone

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

MC Weekly

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

Promo	Half / Full	tbd	n/c	
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TOTAL MEDIA PLACEMENT

\$ 11,826.00

Summer Splash Water Challenge Giveaway Official Rules

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM: CONSENT CALENDAR**19. CONSIDER CONTRACT FOR PUBLIC OUTREACH SERVICES WITH WELLMANAD FOR FISCAL YEAR 2023-2024**

Meeting Date:	June 20, 2022	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	
Prepared By:	Stephanie Locke	Cost Estimate:	\$106,500

General Counsel Review: NA**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023, and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

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

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

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

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

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

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

**FOR
PUBLIC OUTREACH SERVICES**

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

SECTION I - SCOPE OF SERVICES

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

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

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

B. METHOD OF PAYMENT

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

C. MAXIMUM PAYMENT

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

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

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

SECTION III - INSPECTION OF WORK

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

SECTION IV - OWNERSHIP OF WORK PRODUCT

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of the District. Agency may retain copies for his/her own use. If, in the conduct of the work herein contemplated the Agency utilizes proprietary intellectual property, the Agency will provide to District a non-exclusive license to use such property in connection with this project.

SECTION V – TERM/TIME OF PERFORMANCE

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

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

SECTION VI - RESPONSIBILITIES

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

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

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

SECTION VII - INSURANCE

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

SECTION VIII - CHANGES AND CHANGED CONDITIONS

- A. If, during the course of the work herein contemplated, the need to change the Scope of Work should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within ten (10) working days of the date of such notice to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Work may also result in a change in the compensation amount. Compensation changes shall be based upon the Agency Fee Schedule in effect at the time a change is made to the Scope of Work. Any changes agreed to shall be documented by duly executed amendments to this Agreement.
- B. District reserves the right to specify individual employees, subconsultants or agents of Agency who shall be assigned to perform the tasks specified in **Exhibit A**, Scope of Services. If, during the course of the work herein contemplated, there is a change such that the specified individual employees, subconsultants or agents are no longer assigned to the work described in this contract and/or are no longer affiliated with Agency, Agency shall immediately notify District in writing. Agency shall assign the rights to this contract to another entity, if requested by the District, as part of termination proceedings pursuant to Section IX, Termination.

SECTION IX - TERMINATION

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

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

- B. Upon receipt of written notice of termination, the Agency shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to District, copies, including magnetic media, of data, design calculations, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by the Agency in performing the services under this Agreement.

SECTION X - SUB-CONTRACTING AND ASSIGNABILITY

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

SECTION XI - DISCRIMINATION AND FAIR EMPLOYMENT

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

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

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

SECTION XII - INTEREST OF AGENCY

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

SECTION XIII - CONTINGENT FEES

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

SECTION XIV - DISPUTES

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

SECTION XV - NOTICES

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

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

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

SECTION XVI - AMENDMENTS

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

SECTION XVII - ATTACHMENTS

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

Exhibit A. Scope of Work

Exhibit B. Fee Schedule

Exhibit C. Insurance Requirements

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

Monterey Peninsula Water Management District

BY: David J. Stoldt

AGENCY

BY: Phil Wellman

FEDERAL TAX IDENTIFICATION NUMBER: _____

EXHIBIT A - SCOPE OF WORK

AGENCY RESPONSIBILITIES

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

OTHER

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

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

OUTSIDE COSTS

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

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

EXHIBIT B – FEE SCHEDULE

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

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

EXHIBIT C - INSURANCE REQUIREMENTS

- I. Agency shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. Professional Liability Errors & Omissions
 - B. Workers Compensation and Employers Liability
 - C. Automobile Liability - "Any Auto - Symbol 1"
 - D. Commercial or Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. Owners & Consultants Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000, except for coverage "D", which shall not be less than \$2,000,000. The procurement and maintenance by the Agency of the policies required to be obtained and maintained by Agency under this Agreement shall not relieve or satisfy Agency's obligation to indemnify, defend and save harmless District and the Monterey Peninsula Water Management District.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. District and the Monterey Peninsula Water Management District shall each be listed as a certificate holder on the Agency's Commercial or Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 30-day prior written notice of cancellation, excluding cancellation due to nonpayment of premium.
- IV. Agency shall carry a commercial liability policy written on a general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. Premises and Operations
 - 2. Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. Broad Form Blanket Contractual
 - 5. Broad Form Property Damage
 - 6. Personal Injury, A, B & C
 - 7. Employees named as Persons Insured
 - 8. Protective and/or Contingent Liability (O&CP)

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

ITEM: CONSENT CALENDAR**20. CONSIDER RENEWAL OF CONTRACT WITH JEA & ASSOCIATES FOR LEGISLATIVE AND ADMINISTRATIVE SERVICES**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Consultants XX-01-774000
Prepared By:	David J. Stoldt	Cost Estimate:	\$3,400 a month

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023, and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines section 15378.**

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

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

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

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

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

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

EXHIBIT

20-A Proposed Agreement for FY 2023-2024

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EXHIBIT 20-A**AGREEMENT**

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

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

Scope of Services

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

reports and any relevant committee testimony on identified legislation/budget items. Obtain behind-the-scenes intelligence and vital information on legislative discussions/actions being contemplated by the Legislature, the Governor's Office or other interest groups.

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

Fee Structure

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

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

Signature:

John E. Arriaga
President
JEA & Associates

Date

David Stoldt
General Manager
Monterey Peninsula Water Management District

Date

ITEM: CONSENT CALENDAR**21. CONSIDER RENEWAL OF CONTRACT WITH THE FERGUSON GROUP FOR LEGISLATIVE AND ADMINISTRATIVE SERVICES**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Consultants XX-01-774000
Prepared By:	David J. Stoldt	Cost Estimate:	\$6,000 a month retainer

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines section 15378.**

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

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

- Successfully secured an authorization for \$20 million in water, wastewater, and water supply infrastructure assistance on the Monterey Peninsula in HR 7776, the House version of the Water Resources Development Act for 2022 (Sec. 337(a)(290)). See also Agenda Item 4.
- Assisted in advocating for an EPA WIFIA loan for the Pure Water Monterey project (approximately \$50 million in low-cost, long-term financing).
- Assisted the District and Monterey One Water in securing grant assistance through Reclamation's Title XVI water reuse program. TFG organized and participated in meetings in DC and California to advocate for Reclamation support for the project. Approximately \$19.6 million in grant funds have been secured to date which will reduce the cost of Pure Water Monterey water, and \$1.5 million will benefit the District directly in FY 2022-23.
- In 2018, arranged multiple meetings with Department of Interior, OMB, and legislative staff to discuss the Reclamation Title XVI project qualification criteria. Efforts resulted in Pure Water Monterey improved chance of success and eventual award of funds.

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

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

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

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

EXHIBIT

21-A Proposed Agreement for FY 2023-2024

The Ferguson Group

Advocacy. Consulting. Grants.



July 1, 2023

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

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

Dear Mr. Stoldt:

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

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

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

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

Sincerely,

W. Roger Gwinn
CEO

ACKNOWLEDGED AND AGREED TO BY:

THE FERGUSON GROUP, LLC

MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT



W. Roger Gwinn
CEO

David J. Stoldt
General Manager

06/30/2023

Date

Date

ITEM: CONSENT CALENDAR**22. CONSIDER EXPENDITURE OF BUDGETED FUNDS WITH ETECH CONSULTING FOR AS-NEEDED MAINTENANCE OF THE ACCELA DATABASE**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.	xxxxx
Prepared By:	Stephanie Kister	Cost Estimate:	\$8,750 NTE

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

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

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

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

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

EXHIBIT

None

ITEM: CONSENT CALENDAR**23. CONSIDER APPROVAL OF EXPENDITURE OF FUNDS BY DISTRICT PUBLIC OUTREACH CONSULTANT FOR WEBSITE UPDATE AND REDESIGN**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	David J. Stoldt	Cost Estimate:	\$21,450

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines section 15378.**

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

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

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

EXHIBITS**23-A** Activities Considered by Public Outreach Committee August 22, 2022**23-B** WellmanAd Proposed Scope of Services

From August 22, 2022 Public Outreach Committee Meeting:

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

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

▪ **Website**

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

Direction:

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

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

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

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

Project Objectives:

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

Design Objectives

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

Project Outline

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

Design / Content / Project Management

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

Completion Schedule

- 90 to 120 days from inception

ITEM: CONSENT CALENDAR**24. CONSIDER APPROVING 3-YEAR AGREEMENT WITH DEVEERA, INC. FOR INFORMATION TECHNOLOGY SERVICES**

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No. :	IT Services
Prepared By:	Suresh Prasad	Cost Estimate:	\$192,900 (2023-2024 \$62,500; 2024-2025 \$64,200; 2025-2026 \$66,200)

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended the original request for a 5-year agreement be changed to 3-year due to future staffing changes within the District.

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

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

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

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

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

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

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

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

RECOMMENDATION: The Finance and Administration Committee recommends authorizing the General Manager or the Administrative Services Manager/CFO to enter into a 3-year agreement with DeVeera, Inc. to provide Information Technology services for a not-to-exceed amount of \$192,900.

EXHIBIT

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

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

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

2. Term and Termination.

(a) Term. The Initial Term of this Agreement is for a period of 3 years commencing on the Effective Date, unless terminated in accordance with the terms of this Agreement. The parties may mutually agree to additional terms.

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

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

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

4. Payment.

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

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

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

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

5. Customer Responsibilities.

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

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

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

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

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

6. Proprietary Rights.

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

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

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

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

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

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

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

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

10. DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

14. Insurance.

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

15. General.

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

thereunder.

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

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

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

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

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

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

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

X 

Jay Patel
President, DeVeera Inc.

X

Suresh Prasad
Chief Financial Officer, MPWMD

Schedule A - Customer Contact Information

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

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

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

Schedule B - Pricing and Services

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

Managed IT Services Detail

- **Site Documentation**

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

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

- **Server Monitoring**

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

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

- **Server and Workstation Preventative Maintenance**

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

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

- **Network Device Monitoring**

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

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

- **Virus Protection**

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

- **Antivirus Signature Monitoring**

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

- **Spyware Detection and Removal**

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

- **Remote Access and Support**

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

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

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

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

- **Server Administration**

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

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

- **Monthly Status Report**

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

- **Quarterly Review and Planning Meeting**

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

- **Local Onsite Support**

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

- **24/7 Monitoring and Management**

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

- **Annual Technology Audit**

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

Other Services

- **DEVEERA Anti-Spam**

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

Schedule C - Plan Details (Not Covered)

Items Not Covered Under DeVeera Care

The following items are excluded from the DEVEERA Support Plan:

Hardware and Software

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

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

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

Non-Supported Software and Equipment

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

Problems Caused by Non-Supported Software and Equipment

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

Network Relocation

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

In-Depth Software Training

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

The following items are excluded from the DeVeera CarePlan:

Hardware and Software

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

Local Data

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

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

Meeting Date:	June 20, 2023	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Protect Environmental Quality 2-3-1-N
Prepared By:	Thomas Christensen	Cost Estimate:	\$ 29,600

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023 and recommended approval.****CEQA Compliance: Exempt under §15262.**

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

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

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

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

EXHIBIT**25-A Consultant proposal**



TO: Mr. Thomas Christensen, MPWMD
 FM: Kim Cohan, Telemetry
 DT: June 9, 2023

RE: SHSRF annual support

Dear Mr. Christensen,

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

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

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

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

Terms: Net 30 on approved credit.

Sincerely,



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

ITEM: PUBLIC HEARING**29. CONSIDER ADOPTION OF JULY THROUGH SEPTEMBER 2023 QUARTERLY WATER SUPPLY STRATEGY AND BUDGET**

Meeting Date: June 20, 2023 **Budgeted:** N/A

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

Prepared By: Jonathan Lear **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: N/A

CEQA Compliance: Notice of Exemption, CEQA, Article 19, Section 15301 (Class 1)

ESA Compliance: Consistent with the September 2001 and February 2009 Conservation Agreements between the National Marine Fisheries Service and California American Water to minimize take of listed steelhead in the Carmel River and Consistent with SWRCB WR Order Nos. 95-10, 98-04, 2002-0002, and 2016-0016.

SUMMARY: The Board will accept public comment and take action on the **July** through **September 2023** Quarterly Water Supply Strategy and Budget for California American Water's (CalAm's) Main and Satellite Water Distribution Systems (WDS), which are within the Monterey Peninsula Water Resources System (MPWRS). The proposed budget, which is included as **Exhibit 29-A**, outline monthly production by source of supply that will be required to meet projected customer demand in CalAm's Main and Laguna Seca Subarea systems, i.e., Ryan Ranch, Bishop, and Hidden Hills, during the **July** through **September 2023** period. The proposed strategy and budget is designed to maximize the long-term production potential and protect the environmental quality of the Seaside Groundwater and Carmel River Basins.

Exhibit 29-A shows the anticipated production by CalAm's Main system for each production source and the actual production values for the water year to date through the end of **May 2023**. Cal-Am's annual Main system production for Water Year (WY) 2023 will not exceed 4,850 acre-feet (AF). Sources available to meet customer demand are 1,474 AF from the Coastal Subareas of the Seaside Groundwater Basin as set by the Seaside Basin Adjudication Decision and 3,376 AF from the Carmel River as set by WRO 2016-16. Additional water projects and water rights available are an estimated 655 AF of Pure Water Monterey Injection over this quarter, an estimated 2,963 AF from ASR Phase 1 and 2 storage, and an estimated 150 AF from the Sand City Desalination Plant. This water budget proposes to produce 655 AF of Pure Water Monterey, so about 0 AF will be added to the Operational Yield for this quarter. The schedule of production from the Carmel Valley Alluvial Aquifer is consistent with State Water Resources Control Board (SWRCB) Order Nos. 95-10, 98-04, 2002-0002, and 2016-0016. In compliance with WRO 2016-0016, any water diverted under these rights must be used to reduce unlawful diversion from the Carmel River Basin.

According to the Seaside Basin Adjudication Decision, CalAm's production has been reduced to 0 AF. It is recognized that CalAm will need to produce water to serve its customers in the Hidden Hills Distribution System and production in Laguna Seca will be tracked as a ministerial component of tracking production against the Adjudication Decision. CalAm has completed an intertie between the Monterey Main System and the Bishop and Ryan Ranch Systems that allows for transfer of water between the systems.

RECOMMENDATION: The Board should receive public input, close the Public Hearing, and discuss the proposed quarterly water supply budget. District staff recommends adoption of the proposed budget. The budget is described in greater detail in **Exhibit 29-B**, Quarterly Water Supply Strategy Report: **July – September 2023**.

BACKGROUND: The Water Supply Strategy and Budget prescribes production within CalAm's Main and Laguna Seca Subarea systems and is developed on a quarterly schedule. Staff from the District, CalAm, the National Marine Fisheries Services (NMFS), State Water Resources Control Board's Division of Water Rights (SWRCB-DWR), and the California Department of Fish and Wildlife (CDFW) cooperatively develop this strategy to comply with regulatory requirements and maximize the environmental health of the resource system while meeting customer demand. To the greatest extent pumping in the Carmel Valley is minimized in the summer months and the Seaside wells are used to meet demand by recovering native water, banked Carmel River water, and Pure Water Monterey water. Also, it was agreed that CalAm will operate its wells in the Lower Carmel Valley in a downstream to upstream order.

As long as flows exceed 20 cfs at the District's Don Juan Gage, CalAm is allowed to produce from its Upper Carmel Valley Wells, which are proposed to be used to supply water for system demand over this quarter. This schedule is estimated with WY 2017 streamflow conditions and daily demand for Carmel Valley. CalAm will schedule the recovery of Pure Water Monterey water stored in the Seaside Basin with the goal of removing all water injected over the operational reserve for WY 2023. There is also a projected goal of producing 25 AF of treated brackish groundwater from the Sand City Desalination Plant in each of these three months.

Rule 101, Section B of the District Rules and Regulations requires that a Public Hearing be held at the time of determination of the District water supply management strategy. Adoption of the quarterly water supply strategy and budget is categorically exempt from the California Environmental Quality Act (CEQA) requirements as per Article 19, Section 15301 (Class 1). A Notice of Exemption will be filed with the Monterey County Clerk's office, pending Board action on this item.

EXHIBITS

29-A Quarterly Water Supply Strategy and Budget for Cal-Am Main System: July - September 2023

29-B Quarterly Water Supply Strategy and Budget Report: July - September 2023

Production vs. CDO and Adjudication to Date: WY 2023

(All values in Acre-Feet)

Year-to-Date Values	MPWRS					Water Projects and Rights				Water Projects and Rights Total
	Carmel River Basin ^{2, 6}	Seaside Groundwater Basin		Ajudication Compliance	MPWRS Total	ASR Recovery	PWM Recovery	Table 13 ⁷	Sand City ³	
		Coastal	Laguna Seca							
Target	1,755	1,515	0	1,515	3,270	0	2,335	0	200	2,535
Actual ⁴	914	1,314	73	1,387	2,301	0	2,675	511	104	3,290
Difference	841	201	-73	128	969	0	-340	-511	96	-755
WY 2022 Actual	2,684	490	81	571	3,255	0	2,609	68	101	2,779

1. This table is current through the date of this report.
2. For CDO compliance, ASR, Mal Paso, and Table 13 diversions are included in River production per State Board.
3. Sand City Desal, Table 13, and ASR recovery are also tracked as water resources projects.
4. To date, 1656 AF and 511 AF have been produced from the River for ASR and Table 13 respectively.
5. All values are rounded to the nearest Acre-Foot.
6. For CDO Tracking Purposes, ASR production for injection is capped at 600 AFY.
7. Table 13 diversions are reported under water rights but counted as production from the River for CDO tracking.

Monthly Production from all Sources for Customer Service: WY 2023

(All values in Acre-Feet)

	Carmel River Basin	Seaside Basin	ASR Recovery	PWM Recovery	Table 13	Sand City	Mal Paso	Total
Oct-22	269	105	0	405	0	20	7	805
Nov-22	221	87	0	334	0	27	9	677
Dec-22	189	38	0	359	20	9	9	624
Jan-23	110	38	0	340	102	14	9	613
Feb-23	3	37	0	436	91	0	8	575
Mar-23	69	170	0	499	101	1	8	848
Apr-23	28	289	0	302	98	7	7	731
May-23	24	624	0	0	101	26	9	783
Jun-23								
Jul-23								
Aug-23								
Sep-23								
Total	914	1,387	0	2,675	511	104	65	5,657
WY 2022	2,512	571	0	2,609	68	101	42	5,904

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

EXHIBIT 29-B

**Quarterly Water Supply Strategy and Budget Report
California American Water Main Water Distribution System:
July – September 2023**

1. Management Objectives

The Monterey Peninsula Water Management District (District) desires to maximize the long-term production potential and protect the environmental quality of the Carmel River and Seaside Groundwater Basins. In addition, the District desires to maximize the amount of water that can be diverted from the Carmel River Basin and injected into the Seaside Groundwater Basin while complying with the instream flow requirements recommended by the National Marine Fisheries Service (NMFS) to protect the Carmel River steelhead population. To accomplish these goals, a water supply strategy and budget for production within California American Water's (CalAm's) Main and Laguna Seca Subarea water distribution systems is reviewed quarterly to determine the optimal strategy for operations, given the current hydrologic and system conditions, and legal constraints on the sources and amounts of water to be produced.

2. Quarterly Water Supply Strategy: July to September 2023

On June 9, 2023 the Quarterly Water Budget Group including staff from the District, CalAm, the National Marine Fisheries Services (NMFS), State Water Resources Control Board's Division of Water Rights (SWRCB-DWR), and the California Department of Fish and Wildlife (CDFW) met and discussed the proposed water supply strategy and related topics for upcoming quarter.

Carmel River Basin CalAm will operate its wells in the Lower Carmel Valley in a downstream to upstream sequence, as needed to meet customer demand. The budget schedules 400 AF per month to be produced from the Carmel Valley wellfield so that Cal-Am can produce the total annual 3,376 AF water right off the River. For this quarterly water budget, it was agreed that CalAm would plan to produce water from the wells in the Upper Carmel Valley as long as the low flow trigger was not reached. It was assumed that the low flow trigger would be met at some point during this quarter, the group decided to assume the trigger would happen in July 2023 to be conservative and pumping in the Carmel Valley would shift to the lower valley wells. The group will be watching streamflow and when the low flow trigger occurs, the low flow group will commence meeting and prescribe releases from Los Padres Reservoir.

Seaside Groundwater Basin Because production limits off the River are greatly reduced when compared to last Water Year, the Seaside Well Field is proposed to be used to recover a mix of stored Aquifer Storage and Recovery and Pure Water Monterey waters. Cal-Am's allotment of Native Seaside Groundwater through the Adjudication was consumed in the 3rd quarter of this water year when the Pure Water Monterey Project was injecting water to build up the Operational Yield. There is also a goal to produce 25 AF of treated brackish groundwater from the Sand City Desalination Plant in each of these three months.

It is recognized that, based on recent historical use, CalAm's production from the Laguna Seca Subarea during this period cannot be reduced to zero, as is set by CalAm's allocation specified

in the Seaside Basin Adjudication Decision. In this context, the production targets represent the maximum monthly production that should occur so that CalAm remains within its adjudicated allocation for the Laguna Seca Subarea. Under the amended Seaside Basin Decision, CalAm is allowed to use production savings in the Coastal Subareas to offset over-production in the Laguna Seca Subarea. However, the quarterly budget was developed so that CalAm would produce all native groundwater in the Coastal Subareas and Laguna Seca production would be over the Adjudication allotment. On February 5, 2020 the Seaside Groundwater Basin Watermaster Board voted to allow CalAm to claim carryover credits to cover the pumping over the Laguna Seca allotment in the interim prior to establishing a physical solution. Because of this decision, the Quarterly Water Budget Group decided that the table presenting the Laguna Seca allotment of zero would no longer be necessary as the Watermaster is now planning to handle the pumping over allotment with a different mechanism.

ITEM: ACTION ITEM**30. REVIEW PROPOSED FISCAL YEAR 2023 - 2024 MPWMD BUDGET AND RESOLUTION NO. 2023-07**

Meeting Date:	June 20, 2023	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Suresh Prasad	Cost Estimate:	N/A

General Counsel Review: N/A**Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

SUMMARY: At the May 25, 2023 Board Budget Workshop meeting, staff presented the proposed budget for Fiscal Year 2023-2024. After receiving staff's presentation and responses to questions regarding the proposed budget, the Board comments and changes have been incorporated in this version of the budget. The latest version of the proposed budget for Fiscal Year (FY) 2023-2024 is attached as **Exhibit 30-B**. While preparing the proposed budget, District staff was mindful of the continued economic conditions due to COVID-19 and as well as the current status of the District's four main funding sources (User Fee Revenue, Property Tax Revenue, Water Supply Charge, and Pure Water Monterey (PWM) water sales). This budget assumes continuation of the adopted annual Water Supply Charge and the User Fee revenue from ratepayers of California American Water in FY 2023-2024. Although, Water Supply Charge will be collected, it will be set aside in reserve fund due to pending litigation. This budget does not use proceeds from Water Supply Charge revenue. Proposed expenditures and revenues each total \$48,438,250, which is higher for expenditures and revenues from the amount budgeted in FY 2022-2023. A more detailed justification of the proposed budget is provided in the transmittal letter which is part of the budget document. This proposed budget does include the use of reserves to balance the proposed budget. The budget document has been presented in same format as in prior years.

RECOMMENDATION: Staff recommends that the Board adopt Resolution No. 2023-07, A Resolution of the Board of Directors of the Monterey Peninsula Water Management District Adopting the Budget for Fiscal Year 2023-2024.

BACKGROUND: After compilation of the original requests from all Divisions, a detailed review and several adjustments by Division Managers and the General Manager, culminated this budget with proposed expenditures and revenues for FY 2023-2024 totaling \$48,438,250, of which \$20,232,200 or 42% includes reimbursement funds from grants, California American Water and other agencies. It also includes \$13,275,000 for PWM water sales. Additionally, general reserves in the amount of \$878,156 (includes fund balance and carry forward programs) was used to balance this budget.

In the past, District budgets had been balanced by use of previously accumulated reserves. At the District's strategic planning session on September 29, 2004, staff recommended that a balanced budget be prepared for FY 2005-2006 using a combination of revenue and expenditure adjustments to eliminate the use of reserve funds. At the January 19, 2005 budget workshop, the Board adopted an eight-part strategy for balancing the FY 2005-2006 Budget. In being mindful of the 2005 Board adopted strategy, every effort was made to balance this proposed budget without the use of reserves. This proposed FY 2023-2024 Budget was balanced with the use of reserves to maintain all of District's programs and services. The use of reserve was carry forward of projects from prior year. This budget assumes the continued collection of the annual Water Supply Charge, User Fee revenues from ratepayers of the California American Water, and Property Tax revenues from the County.

EXHIBITS

30-A Draft Resolution No. 2023-07

30-B Draft Fiscal Year 2023-2024 Proposed Budget



EXHIBIT 30-A

RESOLUTION NO. 2023-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
ADOPTING THE BUDGET FOR FISCAL YEAR 2023-2024**

WHEREAS, the General Manager has proposed a budget for Fiscal Year 2023-2024, a copy of which is on file at the District's office.

WHEREAS, the Board of Directors has examined, and deliberated on, the budget during meetings held on May 25, 2023 and June 20, 2023.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Monterey Peninsula as follows:

1. That the said budget as approved at the June 20, 2023 Board of Directors Meeting is hereby approved and adopted as the budget for the Monterey Peninsula Water Management District for Fiscal Year 2023-2024.
2. That the General Manager may delegate the authority to implement this resolution to the Administrative Services Manager/Chief Financial Officer.
3. That the General Manager is authorized and directed to transfer funds from one activity to another within a given fund, and from one Division to another Division, as such times are appropriate, in accordance with generally-accepted accounting principles and consistent with the objectives outlined in the approved budget.
4. That any contract for professional services, or other expenditures for procuring equipment, supplies or services, included in the budget that exceeds \$15,000 shall be executed by the General Manager only upon approval by the Board of Directors at a meeting of the Board of Directors.

PASSED AND ADOPTED on this 20th day of June, 2023 on a motion by Director _____ and seconded by Director _____ via roll-call vote:

AYES:

NAYS:

ABSENT:

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify that the foregoing is a resolution duly adopted on the 19th day of June 2023.

Witness my hand and seal of the Board of Directors this 20th day of June 2023.

David J. Stoldt
Secretary to the Board

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EXHIBIT 30-B



Fiscal Year 2023-2024

Budget June 20, 2023



2023-2024 BUDGET

TABLE OF CONTENTS

<u>RESOLUTION</u>	1
<u>TRANSMITTAL LETTER</u>	3
<u>DISTRICT MISSION AND VISION STATEMENTS</u>	6
<u>DECADE OF WATER SUPPLY PROJECTS</u>	7-9
<u>EXPENDITURES:</u>	
EXPENDITURE SUMMARY CHART	10
EXPENDITURES COMPARISON BY YEAR.....	11
EXPENDITURES BY OPERATING FUND.....	12
LABOR ALLOCATION BY OPERATING FUNDS	13
EXPENDITURES BY DIVISION	14
PROJECT EXPENDITURES.....	15-18
CAPITAL IMPROVEMENT PLAN.....	19
CAPITAL ASSET PURCHASES.....	20
CAPITAL ASSET REPLACEMENT/REPAIR SCHEDULE	21

REVENUES:

REVENUES SUMMARY CHART.....	22
REVENUES COMPARISON BY YEAR	23
REVENUES BY OPERATING FUND	24
REIMBURSABLE AMOUNTS AND GRANTS	25
<u>ANALYSIS OF RESERVES</u>	26-27
<u>ORGANIZATION CHART</u>	28
<u>DIVISIONAL BUDGET:</u>	
GENERAL MANAGER’S OFFICE	29-30
ADMINISTRATIVE SERVICES	31-32
WATER RESOURCES	33-34
WATER DEMAND.....	35-36
ENVIRONMENTAL RESOURCES.....	37-38
<u>BUDGET CALENDAR</u>	39
<u>GLOSSARY</u>	40



RESOLUTION NO. 2023-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
ADOPTING THE BUDGET FOR FISCAL YEAR 2023-2024**

WHEREAS, the General Manager has proposed a budget for Fiscal Year 2023-2024, a copy of which is on file at the District's office.

WHEREAS, the Board of Directors has examined, and deliberated on, the budget during meetings held on May 25, 2023 and June 20, 2023.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Monterey Peninsula as follows:

1. That the said budget as approved at the June 20, 2023 Board of Directors Meeting is hereby approved and adopted as the budget for the Monterey Peninsula Water Management District for Fiscal Year 2023-2024.
2. That the General Manager may delegate the authority to implement this resolution to the Administrative Services Manager/Chief Financial Officer.
3. That the General Manager is authorized and directed to transfer funds from one activity to another within a given fund, and from one Division to another Division, as such times are appropriate, in accordance with generally-accepted accounting principles and consistent with the objectives outlined in the approved budget.
4. That any contract for professional services, or other expenditures for procuring equipment, supplies or services, included in the budget that exceeds \$15,000 shall be executed by the General Manager only upon approval by the Board of Directors at a meeting of the Board of Directors.

PASSED AND ADOPTED on this 20th day of June, 2023 on a motion by Director _____ and seconded by Director _____ via roll-call vote:

AYES:

NAYS:

ABSENT:

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify that the foregoing is a resolution duly adopted on the 19th day of June 2023.

Witness my hand and seal of the Board of Directors this 20th day of June 2023.

David J. Stoldt
Secretary to the Board



June 20, 2023

Chairperson Adams and Board Members
 Monterey Peninsula Water Management District
 5 Harris Court, Building G
 Monterey, California 93940

Dear Chairperson Adams and Board Members:

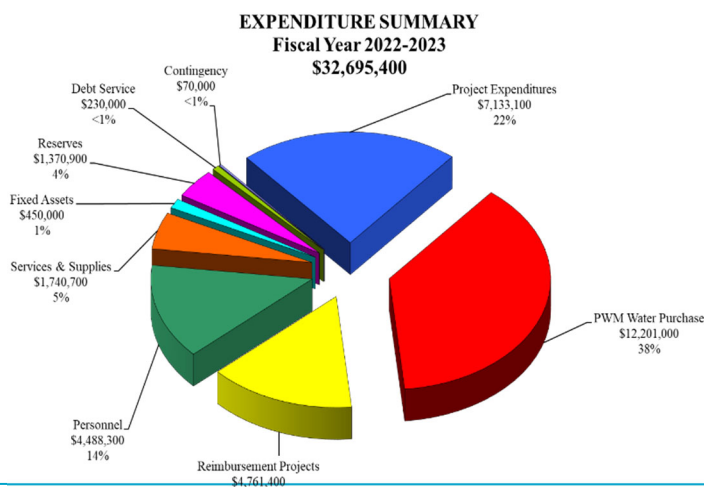
Budget Overview

This letter transmits the recommended budget for Fiscal Year (FY) 2023-2024. While preparing the budget, District staff was mindful of the continuing uncertain economic conditions caused by COVID19 as well as the current status of the District’s existing funding sources, including the water supply charge revenue. In preparing this year’s budget, staff again adhered to the strategy to adopt balanced budgets as directed by the Board of Directors in 2005. The FY 2023-2024 Budget does include use of reserves to maintain District’s current programs and services, and it also assumes continued collection of the previously adopted Water Supply Charge and Property Tax revenue. This budget also includes continued collection of the User Fee revenue from ratepayers of California American Water. This budget also includes revenue and expenses related to billing of PWM water sales. Although Water Supply Charge revenue is collected, it will be set aside in reserve fund due to pending litigation. This budget does not use the proceeds from Water Supply Charge revenue.

After compilation of the original requests from all Divisions, a detailed review, and several adjustments by Division Managers and the General Manager, culminated this budget with proposed expenditures and revenues for FY 2023-2024 totaling \$48,438,250, of which \$20,232,200 or 42% includes reimbursement funds from California American Water ratepayers, grants, and reimbursements from other agencies.

Expenditures

As shown in the graph on the right and in the expenditures portion of the FY 2023-2024 Budget, the budgeted expenditures of \$48,438,250 which is higher from the amount budgeted in FY 2022-2023. The project expenditures portion of the budget includes \$2,969,900 towards water supply projects Aquifer Storage Recovery 1 & 2, Pure Water Monterey (Groundwater Replenishment Project), Local Water



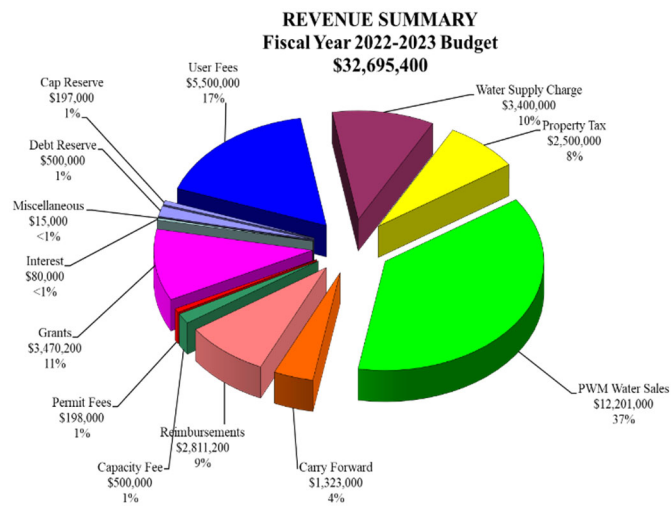
Projects, other Water Supply Projects, mitigation projects, and non-reimbursable conservation & rebate program activities. It also includes \$20,185,700 towards reimbursement project costs. The reimbursable project expenditure budget includes funds for the operation of ASR 1 & 2, Los Padres Dam Alternative Study, Sleepy Hollow Intake construction, IRWM Implementation Project, PWM grant funded projects, and conservation rebate program costs. In addition, it also includes \$13,275,500 towards PWM water purchase costs. The budget was prepared with the assumption that Cal-Am would continue to reimburse the District for the operation of ASR 1 & 2.

Other large project expenditures include \$100,500 for riparian and erosion control activities, \$673,000 for the operation of the Sleepy Hollow fish rearing facility and related fish rescue activities, \$163,000 for lagoon and hydrologic monitoring, \$2,200,000 for IRWM Implementation Project, \$411,000 for conservation related activities, and \$400,000 for water conservation rebates. The rebate amount is reimbursable by Cal-Am ratepayers. The project expenditure budget also includes \$16,800,000 for PWM expansion project that is funded by grant.

The budget for legal expenses is \$400,000 which is maintained at the same level from previous fiscal year. The budget also includes \$230,000 for fixed assets purchases. The FY 2023-2024 Budget also includes a 3-Year Capital Improvement Project Forecast.

Revenues

The FY 2023-2024 revenue budget totals \$48,438,250 which is higher from the amount budgeted in FY 2022-2023. This budget assumes collection of the previously adopted Water Supply Charge in the amount of \$3,400,000 for FY 2023-2024. Although, this fee is collected, it will be set aside in reserve fund due to pending litigation. This budget also includes continued collection of the User Fee revenue in the amount of \$6,000,000 from ratepayers of California American Water. This User Fee revenue projection is based on



an estimated collection of revenues by California American Water. Property tax revenues are projected to be \$2,600,000 which is slightly higher than the amount budgeted in FY 2022-2023. PWM water sales revenue in the amount of \$13,275,500 based on 3,500 ac. ft. of water delivery. Capacity Fees are estimated to be \$500,000; permit revenues are budgeted at \$198,000, both projected at the same level as prior fiscal year. Projected revenues also include reimbursements of \$591,600 from Cal-Am ratepayers for ASR 1 and ASR 2 operational costs, \$400,000 from Cal-Am ratepayers for rebates, \$39,600 for services provided to the Seaside Basin Watermaster, and \$18,940,000 in grant funds. The carry forward are funds that was budgeted but not spent in prior fiscal year for projects and so the projects are rolled forward to the current fiscal year. Carry forward amount included in this budget is \$886,500.

Reserves

The following table summarizes the ending balances in the reserve accounts. There are changes to reserve balances as a result of the proposed budget:

Reserve Description	Projected Balance 06/30/2023	FY 2023-2024 Change	Projected Balance 06/30/2024
Litigation/Insurance Reserve	\$250,000	\$0	\$250,000
Capital Reserve	1,294,800	230,300	1,525,100
Flood/Drought Reserve	328,944	171,056	500,000
Debt Reserve	222,743	0	222,743
Pension Reserve	500,000	100,000	600,000
OPEB Reserve	500,000	100,000	600,000
Mechanics Bank Reserve	-	0	-
Water Supply Charge Reserve	-	3,400,000	3,400,000
General Operating Reserve	19,085,887	(878,156)	18,207,731
Total	\$22,182,374	\$3,123,200	\$25,305,574

As the table above indicates the general reserve is expected to have a balance of approximately \$18,207,731, or 79% of the operating budget. The reserve change column has \$3,123,200 in reserves for the current fiscal year, which includes \$3,400,000 set aside for the receipts collected from Water Supply Charge. The current year also includes \$200,000 set aside for pension/other post-employment benefit reserve accounts, \$230,300 set aside for capital reserve, and \$171,056 towards flood/drought reserve.

Major Changes

In the revenue section, increase in PWM Water Sales revenue due to increase in water rates. Reduction in PWM Project grant as this was a one-time payment in FY 2022-2023. Significant increase in grants revenue as it includes \$16 million grant relative to PWM Expansion project, amounting to approximately 60% increase in current budget over prior budget.

In the expenditure section, reduction in project expenses as these are one-time projects completed in prior fiscal year. Significant increase in reimbursement project line related to the \$16 million PWM Expansion project which is reimbursed through grant proceeds, and amounting to approximately 60% increase in current budget over prior budget.

Respectfully submitted:

David J. Stoldt
General Manager

Suresh Prasad
Administrative Services Manager/
Chief Financial Officer



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.



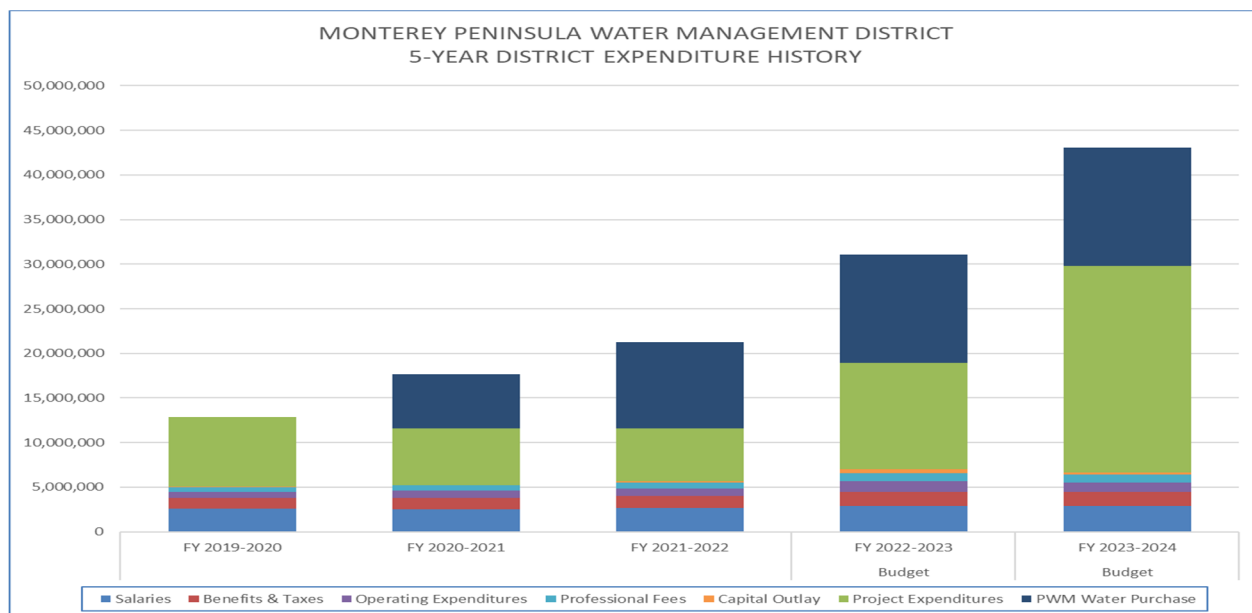
Introduction

In Monterey County, there is no issue that causes more discussion than water supply and management. Whether it is Steelhead on the Carmel River, slant wells in Marina, or agricultural supply in the Salinas Valley, everyone has an opinion on water. In the past several years, however, one opinion shared by the majority of the Monterey Peninsula has been the positive presence and stability of the Monterey Peninsula Water Management District.

Originally formed in 1978 to provide a water supply solution, to promote water conservation, and to perform environmental stewardship, the Water Management District, has continually strived to meet the ever-changing needs of the community while staying true to its enabling legislation. Many people forget that in the late 1980s and early 1990s, the District introduced two separate water supply projects that would have provided well over 20,000 acre-feet of water per year and permanently solved the Monterey Peninsula’s current water supply issues. These two projects, among others, were either voted down or abandoned for lack of community or legislative support.

A Focus on Water Supply

Nevertheless, the District persisted in its goal of creating new water and did so by creatively examining where this water could be found. From the expansion of the Paralta Well and the creation of the Pebble Beach Reclamation Project to the establishment of Aquifer Storage and Recovery and Pure Water Monterey Projects, the Water Management District is responsible for over 7,000 acre-feet of new water supply for the Monterey Peninsula. Earlier this year, the District successfully brought approval of an Expansion to Pure Water Monterey which will add another 2,250 acre-feet of supply by 2025. This renewed focus on water supply is evidenced by the changing face of the District’s expenditures.



As shown in the chart above, the District's expenditures on water projects (green segment in chart) has been a steady \$5 to \$20 million each year recently. What's more, beginning in 2020 with the completion of Pure Water Monterey, the District's expenditure on purchased water for resale to Cal-Am (dark blue in chart) has gone from \$6 million to almost \$13 million expected in FY2023-24.

Since 2013, the District has spent over \$40 million out-of-pocket on water projects, and sought State and Federal grants and loans for over \$100 million more.

Conserving at the Same Time

While the District was working on new water, it was also focused on making better use of the Monterey Peninsula's existing water supply through conservation. The State Water Resources Control Board Order in 1995, compelling the local water retailer to reduce its illegal pumping from the Carmel River, was an initial motivating factor in these efforts, but it was the recent drought that truly brought the public's acceptance of reduced water use to its current level. Through its outreach and legislative efforts, the District helped the Monterey Peninsula reduce its overall water consumption by almost 35%. From 1997 through 2022, the residents and businesses in the area decreased usage from 15,000 acre-feet of water per year to below 9,700. The methods range from rebates for water-efficient appliances and fixtures and the distribution of thousands of free water-saving devices to mandatory retrofits for commercial properties and updated outdoor irrigation regulations. Most importantly is the fact that the tremendous reduction in use was done without rationing, a common tactic used by water agencies during times of drought.

Environmental Stewardship

The Monterey Peninsula is one of the most beautiful places in the country. That's why millions of visitors travel here each year and its residents are fiercely protective of its natural environment. What if the private water company tasked with supplying water to those residents, businesses, and visitors was illegally over-drafting the area's water sources and endangering flora and fauna along the way?

Luckily, the Water Management District had the legislative oversight necessary to help mitigate over-pumping of the Carmel River and Seaside Basin. That plan, executed by the biologists and engineers at the Water Management District has been responsible for multiple projects including repairing streambanks of the Carmel River to prevent erosion as well as restoring the riverbeds and surrounding habitat to improve conditions for the fish and animals that live there. The District's Steelhead Rescue Team has been responsible for saving thousands of the endangered fish relocating them in the river or allowing them to flourish and grow at the Sleepy Hollow Fish Rearing Facility before their release back into the wild. Additionally, District scientists are employing state of the art monitoring technology to learn more about how to preserve the species.

Transparency

With so much change in local and regional public agencies, the Water Management District has enjoyed unprecedented stability over the past several years. Drawing on renewed mission, values, and vision statements, the special district's staff and Board of Directors have created a culture of

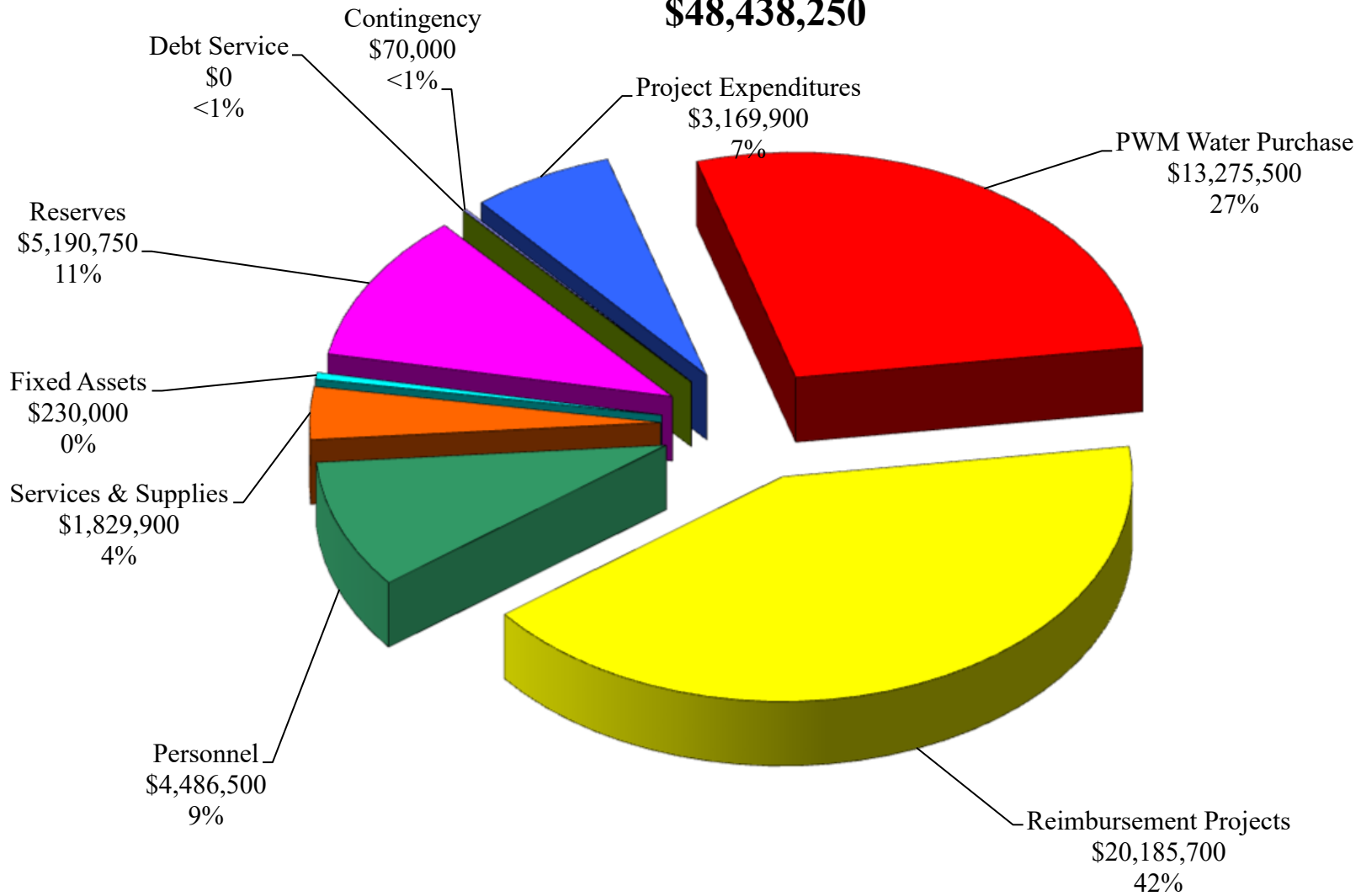
transparency and honest communication with its constituents, businesses, and other organizations and municipalities. Tough decisions are part of any public agency's day, but when those decisions involve a critical public service like water, they become that much more important. Prior to making those decisions at the committee and board levels, the District often meets with the public to receive their input before formally discussing and voting on the issue at hand. As stewards of the public's money, the Water Management District takes its budgeting and accounting process extremely seriously. The reporting of this fiscal responsibility has earned the District back to back Certificate of Achievement in Financial Reporting from the prestigious Government Finance Officers Association of the United States and Canada and a certificate honoring its transparency from the California Special Districts Association.

The District continues to serve needs of the residents, businesses, and organizations on the Monterey Peninsula with stability, transparency, and honesty. While the personalities of its Board of Directors may change, the District is steadfast in its commitment to its mission: promote or provide for a long-term sustainable water supply, and to manage and protect water resources for the benefit of the community and the environment.

EXPENDITURE SUMMARY

Fiscal Year 2023-2024

\$48,438,250



**Monterey Peninsula Water Management District
Expenditures Comparison by Year
Fiscal Year 2023-2024 Budget**

	FY 2021-2022 Revised	FY 2022-2023 Revised	FY 2023-2024 Adopted	Change From Previous Year	Percentage Change
PERSONNEL					
Salaries	\$2,611,200	\$2,920,500	\$2,902,800	(\$17,700)	-0.61%
Retirement	707,100	791,900	820,700	28,800	3.64%
Unemployment Compensation	12,000	10,000	10,100	100	1.00%
Auto Allowance	6,000	6,000	6,000	0	0.00%
Deferred Compensation	10,000	10,500	10,700	200	1.90%
Temporary Personnel	50,000	10,000	10,000	0	0.00%
Workers Comp. Ins.	66,800	57,100	56,600	(500)	-0.88%
Employee Insurance	365,900	434,500	441,700	7,200	1.66%
Employee Insurance - Retirees	141,000	154,500	142,000	(12,500)	-8.09%
Medicare & FICA Taxes	43,600	50,500	49,500	(1,000)	-1.98%
Personnel Recruitment	3,000	8,000	8,000	0	0.00%
Other Benefits	2,000	2,000	2,000	0	0.00%
Staff Development	15,300	32,800	26,400	(6,400)	-19.51%
Subtotal	\$4,033,900	\$4,488,300	\$4,486,500	(\$1,800)	-0.04%
SERVICES & SUPPLIES					
Board Member Comp	\$34,000	\$37,000	\$37,000	\$0	0.00%
Board Expenses	4,000	9,000	8,000	(1,000)	-11.11%
Rent	24,200	26,200	26,300	100	0.38%
Utilities	33,200	33,200	33,200	-	0.00%
Telephone	50,000	47,000	47,000	-	0.00%
Facility Maintenance	56,600	55,000	55,100	100	0.18%
Bank Charges	20,000	25,000	25,100	100	0.40%
Office Supplies	19,000	24,200	24,200	-	0.00%
Courier Expense	6,000	7,600	7,600	-	0.00%
Postage & Shipping	5,900	7,900	7,500	(400)	-5.06%
Equipment Lease	13,000	18,000	13,100	(4,900)	-27.22%
Equip. Repairs & Maintenance	7,000	5,000	5,100	100	2.00%
Printing/Duplicating/Binding	500	600	-	(600)	-100.00%
IT Supplies/Services	231,000	250,000	260,000	10,000	4.00%
Operating Supplies	16,700	21,200	21,200	-	0.00%
Legal Services	400,000	400,000	400,000	-	0.00%
Professional Fees	455,000	460,000	455,100	(4,900)	-1.07%
Transportation	31,000	31,000	31,000	-	0.00%
Travel	14,000	18,000	19,500	1,500	8.33%
Meeting Expenses	19,600	21,200	19,800	(1,400)	-6.60%
Insurance	134,000	174,000	250,000	76,000	43.68%
Legal Notices	3,100	3,200	2,600	(600)	-18.75%
Membership Dues	35,400	42,200	41,200	(1,000)	-2.37%
Public Outreach	2,600	3,000	3,100	100	3.33%
Assessors Administration Fee	30,000	34,000	34,000	-	0.00%
Miscellaneous	3,100	3,200	3,200	-	0.00%
Subtotal	\$1,648,900	\$1,756,700	\$1,829,900	\$73,200	4.17%
FIXED ASSETS	448,500	450,000	230,000	(\$220,000)	-48.89%
PROJECT EXPENDITURES					
Project Expenses	6,717,900	5,310,100	3,169,900	(2,140,200)	-40.30%
PWM Water Purchase	9,695,000	12,201,000	13,275,500	1,074,500	8.81%
Reimbursement Projects	2,414,300	1,393,400	20,185,700	18,792,300	1348.67%
ELECTION EXPENSE	0	250,000	0	(250,000)	-100.00%
CONTINGENCY	70,000	70,000	70,000	0	0.00%
Subtotal	\$19,345,700	\$19,674,500	\$36,931,100	\$17,256,600	87.71%
DEBT SERVICE	730,000	2,150,000	0	(2,150,000)	-100.00%
FLOOD/DROUGHT RESERVE	0	0	171,056	171,056	100.00%
CAPITAL RESERVE	339,300	408,500	330,300	(78,200)	-19.14%
GENERAL FUND BALANCE	500,000	649,400	1,089,394	439,994	67.75%
PENSION RESERVE	100,000	100,000	100,000	0	0.00%
OPEB RESERVE	100,000	100,000	100,000	0	0.00%
MECHANICS BANK RESERVE	500,000	0	0	0	0.00%
WATER SUPPLY RESERVE	0	0	3,400,000	3,400,000	100.00%
RECLAMATION PROJECT	0	0	0	0	0.00%
Subtotal	\$2,269,300	\$3,407,900	\$5,190,750	\$1,782,850	52.32%
EXPENDITURE TOTAL	\$27,297,800	\$29,327,400	\$48,438,250	\$19,110,850	65.16%

**Monterey Peninsula Water Management District
Expenditures by Operating Fund
Fiscal Year 2023-2024 Budget**

	<u>Mitigation</u>	<u>Water Supply</u>	<u>Conservation</u>	<u>Total</u>
<u>PERSONNEL</u>				
Salaries	\$914,000	\$1,141,800	\$847,000	\$2,902,800
Retirement	257,100	350,700	212,900	820,700
Unemployment Compensation	4,000	4,100	2,000	10,100
Auto Allowance	900	3,600	1,500	6,000
Deferred Compensation	1,600	6,400	2,700	10,700
Temporary Personnel	3,300	3,500	3,200	10,000
Workers Comp. Ins.	26,900	25,700	4,000	56,600
Employee Insurance	147,000	156,200	138,500	441,700
Employee Insurance - Retirees	46,900	49,700	45,400	142,000
Medicare & FICA Taxes	15,900	20,300	13,300	49,500
Personnel Recruitment	2,600	2,800	2,600	8,000
Other Benefits	700	700	600	2,000
Staff Development	7,900	8,000	10,500	26,400
Subtotal	\$1,428,800	\$1,773,500	\$1,284,200	\$4,486,500
<u>SERVICES & SUPPLIES</u>				
Board Member Comp	12,200	13,000	11,800	37,000
Board Expenses	2,600	2,800	2,600	8,000
Rent	10,900	11,200	4,200	26,300
Utilities	11,200	11,800	10,200	33,200
Telephone	15,900	16,600	14,500	47,000
Facility Maintenance	18,200	19,300	17,600	55,100
Bank Charges	8,300	8,800	8,000	25,100
Office Supplies	7,500	8,000	8,700	24,200
Courier Expense	2,500	2,700	2,400	7,600
Postage & Shipping	2,400	2,500	2,600	7,500
Equipment Lease	4,300	4,600	4,200	13,100
Equip. Repairs & Maintenance	1,700	1,800	1,600	5,100
Printing/Duplicating/Binding	0	0	0	0
IT Supplies/Services	85,800	91,000	83,200	260,000
Operating Supplies	2,700	2,700	15,800	21,200
Legal Services	120,000	220,000	60,000	400,000
Professional Fees	150,200	159,300	145,600	455,100
Transportation	14,700	14,700	1,600	31,000
Travel	6,100	6,400	7,000	19,500
Meeting Expenses	6,200	6,600	7,000	19,800
Insurance	82,500	87,500	80,000	250,000
Legal Notices	1,000	1,000	600	2,600
Membership Dues	12,800	13,600	14,800	41,200
Public Outreach	1,000	1,100	1,000	3,100
Assessors Administration Fee	12,800	8,500	12,700	34,000
Miscellaneous	1,100	1,100	1,000	3,200
Subtotal	\$594,600	\$716,600	\$518,700	\$1,829,900
FIXED ASSETS	151,300	44,300	34,400	230,000
PROJECT EXPENDITURES				0
Project Expenses	1,026,200	1,602,200	541,500	3,169,900
PWM Water Purchase	0	13,275,500	0	13,275,500
Reimbursement Projects	2,200,000	17,536,200	449,500	20,185,700
ELECTION EXPENSE	0	0	0	0
CONTINGENCY	23,800	25,200	21,000	70,000
Subtotal	\$3,401,300	\$32,483,400	\$1,046,400	\$36,931,100
DEBT SERVICE	0	0	0	0
FLOOD/DROUGHT RESERVE	171,056	0	0	171,056
CAPITAL RESERVE	88,850	212,350	29,100	330,300
GENERAL FUND BALANCE	1,089,394	0	0	1,089,394
PENSION RESERVE	34,000	36,000	30,000	100,000
OPEB RESERVE	34,000	36,000	30,000	100,000
MECHANICS BANK RESERVE	0	0	0	0
WATER SUPPLY RESERVE	0	3,400,000	0	3,400,000
RECLAMATION PROJECT				0
Subtotal	\$1,417,300	\$3,684,350	\$89,100	\$5,190,750
EXPENDITURE TOTAL	\$6,842,000	\$38,657,850	\$2,938,400	\$48,438,250

**Monterey Peninsula Water Management District
Labor Allocation by Operating Funds
Fiscal Year 2023-2024**

	<u>Mitigation</u>	<u>Water Supply</u>	<u>Conservation</u>	<u>Total</u>
<u>General Manager's Office</u>				
General Manager	15%	60%	25%	100%
Executive Assistant	25%	50%	25%	100%
Financial Analyst	25%	50%	25%	100%
<u>Administrative Services</u>				
ASD Mgr/CFO	33%	34%	33%	100%
Accountant	33%	34%	33%	100%
HR Coordinator/Contract Specialist	33%	34%	33%	100%
Senior Office Specialist	33%	34%	33%	100%
Accounting/Office Specialist	33%	34%	33%	100%
<u>Water Resources</u>				
Water Resources Manager	10%	90%	0%	100%
Distict Engineer	25%	75%	0%	100%
Associate Hydrologist	10%	90%	0%	100%
Assistant Hydrologist	10%	90%	0%	100%
Assistant Hydrologist	10%	90%	0%	100%
<u>Water Demand</u>				
Water Demand Manager	0%	20%	80%	100%
Conservation Analyst	0%	75%	25%	100%
Conservation Analyst	0%	25%	75%	100%
Conservation Rep II	0%	0%	100%	100%
Conservation Rep I	0%	0%	100%	100%
Conservation Technician	0%	0%	100%	100%
Administrative Assistant	0%	0%	100%	100%
<u>Environmental Resources</u>				
Environmental Resources Manager	80%	20%	0%	100%
Associate Fisheries Biologist	100%	0%	0%	100%
Associate Fisheries Biologist	100%	0%	0%	100%
Assistant Fisheries Biologist	100%	0%	0%	100%
River Maintenance Specialist	90%	10%	0%	100%
Environmental Programs Specialist	100%	0%	0%	100%
Average Percentage	33%	35%	32%	100%

Monterey Peninsula Water Management District
Expenditures by Division
Fiscal Year 2023-2024 Budget

	General Manager's Office	Administrative Services	Water Resources	Water Demand	Environmental Resources	Total
<u>PERSONNEL</u>						
Salaries	\$390,000	\$517,200	\$637,900	\$732,200	\$625,500	\$2,902,800
Retirement	130,200	142,800	160,500	200,600	186,600	820,700
Unemployment Compensation	0	3,100	3,000	1,000	3,000	10,100
Auto Allowance	6,000	0	0	0	0	6,000
Deferred Compensation	10,700	0	0	0	0	10,700
Temporary Personnel	0	10,000	0	0	0	10,000
Workers' Comp.	1,900	2,400	24,800	3,400	24,100	56,600
Employee Insurance	44,000	85,100	87,200	121,300	104,100	441,700
Employee Insurance - Retirees	0	142,000	0	0	0	142,000
Medicare & FICA Taxes	5,900	10,400	13,400	10,700	9,100	49,500
Personnel Recruitment	0	8,000	0	0	0	8,000
Other Benefits	0	2,000	0	0	0	2,000
Staff Development	2,000	6,000	6,000	8,000	4,400	26,400
Subtotal	\$590,700	\$929,000	\$932,800	\$1,077,200	\$956,800	\$4,486,500
<u>SERVICES & SUPPLIES</u>						
Board Member Comp	\$0	\$37,000	\$0	\$0	\$0	37,000
Board Expenses	8,000	0	0	0	0	8,000
Rent	0	13,100	6,600	0	6,600	26,300
Utilities	0	32,000	600	0	600	33,200
Telephone	1,000	32,000	7,000	4,000	3,000	47,000
Facility Maintenance	0	55,100	0	0	0	55,100
Bank Charges	0	25,100	0	0	0	25,100
Office Supplies	1,000	20,000	600	2,000	600	24,200
Courier Expense	0	7,600	0	0	0	7,600
Postage & Shipping	300	6,000	600	600	0	7,500
Equipment Lease	0	13,100	0	0	0	13,100
Equip. Repairs & Maintenance	0	5,100	0	0	0	5,100
Printing/Duplicating/Binding	0	0	0	0	0	0
IT Supplies/Services	0	260,000	0	0	0	260,000
Operating Supplies	600	2,000	3,000	15,000	600	21,200
Legal Services	0	400,000	0	0	0	400,000
Professional Fees	280,000	175,100	0	0	0	455,100
Transportation	0	2,000	12,000	1,000	16,000	31,000
Travel	7,000	4,000	1,000	3,500	4,000	19,500
Meeting Expenses	600	18,000	0	1,000	200	19,800
Insurance	0	250,000	0	0	0	250,000
Legal Notices	0	2,000	600	0	0	2,600
Membership Dues	36,000	1,000	600	3,000	600	41,200
Public Outreach	3,100	0	0	0	0	3,100
Assessors Administration Fee	0	34,000	0	0	0	34,000
Miscellaneous	600	2,600	0	0	0	3,200
Subtotal	\$338,200	\$1,396,800	\$32,600	\$30,100	\$32,200	\$1,829,900
FIXED ASSETS	0	130,000	0	0	100,000	230,000
<u>PROJECT EXPENDITURES</u>						
Project Expenses	810,000	0	1,386,400	361,500	612,000	3,169,900
PWM Water Purchase	0	0	13,275,500	0	0	13,275,500
Reimbursement Projects	16,740,000	0	2,831,200	449,500	165,000	20,185,700
ELECTION EXPENSE	0	0	0	0	0	0
CONTINGENCY	0	70,000	0	0	0	70,000
Subtotal	\$17,550,000	\$200,000	\$17,493,100	\$811,000	\$877,000	\$36,931,100
DEBT SERVICE	0	0	0	0	0	0
FLOOD/DROUGHT RESERVE	0	171,056	0	0	0	171,056
CAPITAL RESERVE	0	330,300	0	0	0	330,300
GENERAL FUND BALANCE	0	1,089,394	0	0	0	1,089,394
PENSION RESERVE	0	100,000	0	0	0	100,000
OPEB RESERVE	0	100,000	0	0	0	100,000
MECHANICS BANK RESERVE	0	0	0	0	0	0
WATER SUPPLY RESERVE	0	3,400,000	0	0	0	3,400,000
RECLAMATION PROJECT	0	0	0	0	0	0
Subtotal	\$0	\$5,190,750	\$0	\$0	\$0	\$5,190,750
Expenditure Total	\$18,478,900	\$7,716,550	\$18,458,500	\$1,918,300	\$1,866,000	\$48,438,250

**Monterey Peninsula Water Management District
Project Expenditures
Fiscal Year 2023-2024 Budget**

Objective	Timeline	Total	Account	Division	Reimbursable	Source
AUGMENT WATER SUPPLY						
Operations Modeling						
1-1-2	Los Padres Dam Long Term Plan					
A	Fish Passage	Ongoing	35-03-786015	ERD		
B	Alternatives Analysis and Sediment Management	June	2,500	35-03-786015	ERD	0 CAW
1-1-3	PWM/MPWSP Operations Model (CRBHM & SGBM)	June	118,000	35-03-786038	WRD	
Water Supply Projects						
1-2-1	Water Project 1 (Aquifer Storage Recovery 1)					
A	Santa Margarita Site - Site Work					
1	UXO Support	Ongoing	2,000	35-04-786004	WRD	
2	Land easement	Fall/Winter	150,000	35-04-786004	WRD	
3	Site landscaping - Phase I	Fall/Winter	15,000	35-04-786004	WRD	
4	Survey & Drawings	Spring/Summer	10,000	35-04-786004	WRD	
5	Booster Skid Design	Spring/Summer	20,000	35-04-786004	WRD	
B	ASR - Operations & Maintenance					
1	Operations support	Ongoing	2,000	35-04-786005	WRD	2,000 CAW
2	Water quality lab analysis	Ongoing	11,000	35-04-786005	WRD	11,000 CAW
3	Electrical power	Ongoing	500,000	35-04-786005	WRD	500,000 CAW
4	Supplemental Sampling and Analysis Plan (SSAP)	Ongoing	73,000	35-04-786005	WRD	73,000 CAW
5	Retrofit Paralta Test for RWQCB sampling	Once	0	35-04-786005	WRD	0 CAW
6	RWQCB General Permit Fees	Ongoing	3,600	35-04-786005	WRD	3,600 CAW
7	Maintenance	Ongoing	2,000	35-04-786005	WRD	2,000 CAW
1-4-1	Water Rights Permits Fees	Ongoing		35-03-781200	WRD	
1-5-1	Ground Water Replenishment Project (PWM)					
A	Other Seaside Basin Model	Ongoing	55,000	35-03-786010	WRD	
B	Geochemical Mixing Study	Ongoing		35-03-786010	WRD	
C	Operating Reserve (200 ac ft)	One-time	759,000	35-03-786011	WRD	
D	PWM Water Purchase (3,500 ac ft)	Ongoing	13,275,500	35-03-786017	WRD	13,275,500 CAW
E	PWM Expansion	One-time	16,800,000	35-01-786014	GMO	16,740,000
1-7-1	Permit 20808B Alternatives Analysis	Ongoing	120,000	35-04-786016	WRD	
1-9-1	Cal-Am Desal Project	Ongoing		35-01-786025	GMO	
1-10-1	Local Water Projects	Ongoing	50,000	35-03-786033	GMO	
1-14-1	Monterey Water System Acquisition	Ongoing				
1-14-1 A	Acquisition - Phase 4	Ongoing	600,000	xx-01-786200	GMO	
1-15-1	Water Allocation Process	Ongoing	100,000	35-01-786040	GMO	
1-16-1	New Project					
A	Near Term Production Capacity	Summer		35-03-786019	WRD	
1-17-1	Urban Water Management Plan		15,000		WRD	
AUGMENT WATER SUPPLY TOTAL			32,683,600			30,607,100

Monterey Peninsula Water Management District
Project Expenditures
Fiscal Year 2023-2024 Budget

Objective	Timeline	Total	Account	Division	Reimbursable	Source
PROTECT ENVIRONMENTAL QUALITY						
Riparian Mitigations						
2-1-1	Irrigation Program					
A	Operate and maintain 4 well systems	Ongoing	2,500	24-03-785011	ERD	
B	Operate and maintain District project systems	Ongoing	22,000	24-03-785012	ERD	
2-1-2	Riparian Corridor Management					
A	Maintain and diversify plantings at District projects					
1	Seed collection and propagation	Ongoing	2,000	24-03-787030	ERD	
2	Riparian corridor maintenance (projects/equipment)	Ongoing	2,000	24-03-787080	ERD	
2-1-3	Riparian Monitoring Program					
A	Vegetation and soil moisture monitoring	Ongoing	500	24-03-787021	ERD	
2-1-4	Address Vegetation Hazards, Permitting, and Remove Trash	Ongoing	50,000	24-03-787040	ERD	
B	2023 Carmel River Cross Section Survey		21,500			
Erosion Protection						
2-2-1	Repair Bank Damage at District Restoration Projects					
A	Work at lower San Carlos restoration project	June		24-03-789541	ERD	
Aquatic Resources Fisheries						
2-3-1	Sleepy Hollow Facility Operations					
A	General operations and maintenance	Ongoing	215,000	24-04-785813	ERD	165,000 FEMA & Cal OES
B	Power	Ongoing	40,000	24-04-785816	ERD	
C	Road maintenance	June	25,000	24-04-785813	ERD	
D	Replacement of standby generator fuel	Ongoing	3,500	24-04-785813	ERD	
E	Generator maintenance service	Spring	6,500	24-04-785813	ERD	
F	Facility upgrade (construction)	2021	0	24-04-785812	ERD	Coastal Conservancy
G	ESA Section 10 SHSRF Evaluations (PIT Tag)	Ongoing	50,000	24-04-785811	ERD	
H	Replace/Maintain Rotary Drum Screen	Spring	500	24-04-785813	ERD	
I	Water Resources Assitant	Jun.-Jan.	20,000	24-04-785814	ERD	
J	Fisheries Aide for Weekend Shift	Jun.-Jan.	0	24-04-785814	ERD	
K	Operations Consultant with Web Support	Ongoing	30,000	24-04-785813	ERD	
L	Design/Construct Rearing Channel and Quarantine Tank Improvem	2022	126,000	24-04-785812	ERD	
2-3-2	Conduct Juvenile Rescues					
A	Miscellaneous fish rescue supplies	Ongoing	10,000	24-04-785822	ERD	
B	Water Resources Assistant	Ongoing	20,000	24-04-785814	ERD	
C	Fishereis Aide and Pop Survey	Ongoing	20,000	24-04-785814	ERD	
D	Recalibrate backpack electro-fisher	Ongoing	1,000	24-04-785822	ERD	
E	Waders and Field Clothes	Ongoing	4,000	24-04-785822	ERD	
2-3-3	Rescue & Transport Smolts					
A	Smolt rescue supplies	Feb-May	2,000	24-04-785833	ERD	
B	Water Resources Assistant	March-May	0	24-04-785814	ERD	
C	Fisheries Aide for Weekend Shift	March-May	6,000	24-04-785814	ERD	
2-3-4	Monitoring of Adult Steelhead Counts					
A	Resistance Board Weir Maintenance & Permitting	Winter 2018	67,000	24-04-785851	ERD	
B	Resistance Board Weir Construction/Training/Installation	Winter 2018	5,000	24-04-785851	ERD	
C	Fisheries Aide/Weekend	Dec.-May	6,000	24-04-785814	ERD	
E	Wier Surveillance Camera	2021	5,000	24-04-785851	ERD	
2-3-5	Adult & kelt rescue and transport	Ongoing	1,000	24-04-785840	ERD	
2-3-6	Contracted Aquatic Invertebrate Identification & Retraining	Oct.	3,500	24-04-785860	ERD	
2-3-7	Carmel River & Lagoon Water Quality Monitoring Samples	Ongoing	5,000	24-04-785870	ERD	
	Water Resources Assistant	Ongoing	0	24-04-785814	ERD	
2-3-8	CDO/Cal-Am Spawning Gravel Replenishment					
A.	Planning & Permitting	Ongoing	1,000	24-04-785852	ERD	

Monterey Peninsula Water Management District
Project Expenditures
Fiscal Year 2023-2024 Budget

Objective	Timeline	Total	Account	Division	Reimbursable	Source
Lagoon Mitigation Activities						
2-4-1	Monitoring					
A	Bi-annual inter-agency cooperative Steelhead survey	June/Dec	1,000	24-04-785871	ERD	
Hydrologic						
2-5-1	Carmel Valley					
A	Monitor Carmel River near Carmel (USGS)	Ongoing	17,500	35-04-785600	WRD	
B	Water quality chemical analyses	Ongoing	2,000	35-04-781510	WRD	
C	Fractured rock well monitoring	Ongoing	4,000	35-04-785507	WRD	
D	Waders/Field Clothing	Ongoing	3,500	35-04-785502	WRD	
2-5-2	Seaside Basin Watermaster					
A	MMP implementation (non-labor portion)	Ongoing	35,000	35-04-786003	WRD	35,000 Seaside Watermaster
B	MPWMD monitor well maintenance (pumps)	Ongoing	1,000	35-04-786003	WRD	1,000 Seaside Watermaster
C	Replace QED pump	Ongoing	3,100	35-04-786003	WRD	3,100 Seaside Watermaster
D	ROE renewal for Ft Ord Dunes State Park access	Ongoing	500	35-04-786003	WRD	500 Seaside Watermaster
2-5-3	District Wide					
A	Stream flow monitoring program					
1	Miscellaneous equipment	Ongoing	12,000	xx-03-785502	WRD	
2	Data line rental - 14 sites	Ongoing	4,000	xx-03-781602	WRD	
3	Hydstra Time Series Software Annual Support	Ongoing	8,500	xx-03-781602	WRD	
4	Hydstra consulting - report customization/website	Summer-Fall	8,000	xx-03-781602	WRD	
5	Purchase cellular modems	Summer-Fall	8,600	xx-03-781602	WRD	
6	Upgrade MPWMD Gaging Stations	Summer-Fall	9,000	xx-03-785502	WRD	
	A. Above Los Padres Gage - Install	Summer-Fall	2,000	xx-03-785502	WRD	
7	Arborist	Ongoing	2,000	xx-03-785502	WRD	
8	Hydstra License for Web Plots	Once	14,000	xx-03-785502	WRD	
9	Stream Gage Dashboard	Once	2,000	xx-03-785502	WRD	
10	Doppler Current Meter	Once		xx-03-785502	WRD	
B	Other Hydrologic Monitoring					
1	Monitor well conversions	Ongoing	2,000	xx-03-785502	WRD	
2	Annual Well Reporting	Ongoing	3,000	xx-03-781602	WRD	
3	Misc. equipment (2 well probes)	Ongoing	3,500	xx-03-781602	WRD	
4	Replacement rain/temp stations (incl site fencing)	Ongoing	1,600	xx-03-781602	WRD	
5	Replacement XD's and rugged cables	Ongoing	5,200	xx-03-781602	WRD	
6	Analysis Software (AQ/QA Rockworks)	Ongoing	2,000	xx-03-785502	WRD	
7	Replacement water quality probe(s)	Ongoing	5,000	xx-03-785502	WRD	
10	Field Laptops	Ongoing	3,000	xx-03-785502	WRD	
11	Bathymetric Monitoring Equipment	Once		xx-03-785502	WRD	
Integrated Regional Water Management						
2-6-1	Integrated Regional Water Management					
A	Prop 1 coordination	Ongoing		24-03-785505	WRD	
C	Implementation Grant	Ongoing	1,200,000	24-03-785521	WRD	1,200,000 DWR
D	Implementation Grant Round 2	Ongoing	1,000,000	24-03-785521	WRD	1,000,000 DWR
PROTECT ENVIRONMENTAL QUALITY TOTAL			3,136,500			2,404,600

**Monterey Peninsula Water Management District
Project Expenditures
Fiscal Year 2023-2024 Budget**

Objective	Timeline	Total	Account	Division	Reimbursable	Source
WATER DEMAND						
Water Distribution System Permitting						
4-0-1	Permit Processing Assistance	Ongoing	15,000	26-05-785503	WDD	15,000 Applicant
4-0-2	Hydrogeologic Impact Review	Ongoing	5,000	26-05-785503	WDD	5,000 Applicant
4-0-3	County Fees - CEQA Posting and Recording	Ongoing	3,000	26-05-785503	WDD	3,000 Applicant
4-0-4	WDS Permit Package Review (MPWMD Counsel)	Ongoing	1,500	26-05-785503	WDD	1,500 Applicant
Demand Management						
4-1-1	Rule Implementation/Enforcement					
A	Deed Restriction recording	Ongoing	50,000	26-05-781900	WDD	25,000 Applicant
B	CEQA Compliance	Fall	2,000	26-05-780100	WDD	
Water Conservation						
4-2-1	Conservation Outreach					
A	Outreach and communication	Ongoing	150,000	26-05-781140	WDD	
B	CII Outreach	Ongoing	2,500	26-05-781130	WDD	
C	PRV Outreach	Ongoing	2,500	26-05-781140	WDD	
D	Sponsorship/Support Community Events	Ongoing	7,500	26-05-781140	WDD	
E	Brochures	Ongoing	2,500	26-05-781140	WDD	
4-2-2	Conservation Programs (non-reimbursable)					
A	Best management practices	Ongoing	7,500	26-05-781155	WDD	
C	Conservation Website Maintenance	Ongoing	1,000	26-05-781160	WDD	
D	Conservation devices - nonreimbursable	Ongoing	50,000	26-05-781187	WDD	
E	Conservation & efficiency workshops/training	Ongoing	30,000	26-05-781182	WDD	10,500
F	Graywater/Rainwater Demo Project	Ongoing	0	26-05-781185	WDD	
G	School Water Education	Ongoing	500	26-05-781178	WDD	
I	CIMIS Stations	Ongoing	1,000	26-05-781111	WDD	
J	GardenSoft Water Wise Gardening	Ongoing	5,500	26-05-781186	WDD	
K	Pressure Reducing Valve Program	Ongoing	2,000	26-05-781190	WDD	
L	Linen/Towel Program	Ongoing	35,000	26-05-781180	WDD	
M	Conservation printed material	Ongoing	1,500	26-05-781188	WDD	
N	Rain Barrel Giveaway Program	Ongoing	5,000	26-05-781177	WDD	
O	Mulch Program	Ongoing	10,000	26-05-781175	WDD	
4-2-3	Rebate Program					
A	CAW	Ongoing	400,000	26-05-781412	WDD	400,000 CAW
C	Non-CAW (MPWMD funded)	Ongoing	20,000	26-05-781499	WDD	
F	Rebate & Other Forms	Ongoing	500	26-05-781400	WDD	
WATER DEMAND TOTAL			811,000			460,000
PROJECT EXPENDITURES TOTAL			36,631,100			33,471,700

**Monterey Peninsula Water Management District
Large Projects and Capital Improvement Plan
Fiscal Year 2023-2024 Budget**

<u>Division</u>	<u>Project Description</u>	<u>FY 2023-2024</u>	<u>FY 2024-2025</u>	<u>FY 2025-2026</u>	<u>Funding Source</u>
Funded From District Revenues					
GMO	PWM Operating Reserve Fund	759,000	0	1,961,000	District Revenues
GMO	PWM Drought Reserve Fund	0	0	0	District Revenues
GMO	PWM Water Purchase	13,275,500	13,939,275	14,636,239	District Revenues
GMO	PWM Expansion	60,000	0	0	District Revenues
WRD	Aquifer Storage & Recovery - Phase I	197,000	0	0	District Revenues
WRD	Update Seaside Basin Model	55,000	0	0	District Revenues
GMO	Cal-Am Desal Project	0	0	0	District Revenues
GMO	Local Water Projects	50,000	100,000	100,000	District Revenues
ERD	Los Padres Dam Long Term Plan	2,500	0	0	District Revenues
WRD	PWM/MPWSP Operations Model	118,000	0	0	District Revenues
GMO	Monterey Water System Acquisition Feasibility Study	600,000	500,000	500,000	District Revenues
ERD	Sleepy Hollow Rearing Channel/Quarantine Tank	126,000	0	0	District Revenues
GMO	Water Allocation Process	100,000	200,000	0	District Revenues
ALL	Capital Assets	230,000	250,000	250,000	District Revenues
	SUBTOTAL	\$15,573,000	\$14,989,275	\$17,447,239	
Reimbursed from Grants or Reimbursements					
WRD	Aquifer Storage & Recovery - Phase 1 & 2	591,600	600,000	600,000	CAW
WRD	IRWM Implementation	1,200,000	0	0	DWR Grant
WRD	IRWM Implementation - Round 2	1,000,000	0	0	DWR Grant
GMO	PWM Expansion Grant	16,740,000	0	0	Grant
	SUBTOTAL	\$19,531,600	\$600,000	\$600,000	
TOTAL PROJECTS		\$35,104,600	\$15,589,275	\$18,047,239	

**Monterey Peninsula Water Management District
Capital Asset Purchases
Fiscal Year 2023-2024 Budget**

	<u>Division</u>	<u>Cost</u>	<u>Account Number</u>
<u>Capital Assets</u>			
Laptop Workstations	ASD	10,000	XX-02-916000
Admin Building Power Backup	ASD	70,000	XX-02-918000
Site Security (SHRF/ASR/Admin)	ASD	50,000	XX-02-918000
Ford F250 4x4 Truck (Unit 8 Replacement)	ERD	55,000	24-04-914000
Ford F150 4x4 Truck (Unit 1 Replacement)	ERD	45,000	24-04-914000
 Total Capital Assets		\$230,000	

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
CAPITAL ASSET REPLACEMENT/REPAIR SCHEDULE
FISCAL YEAR 2023-2024 BUDGET**

<u>Item</u>	<u>Replacement Cost</u>	<u>Asset In Service (Year)</u>	<u>Replace In Fiscal Year</u>	<u>Years to Purchase</u>	<u>Prior Years Accrual</u>	<u>Balance Left to Accrue</u>	<u>Accrual This Fiscal Year</u>	<u>Current Year Use</u>	<u>Accrual Balance</u>	<u>Remarks</u>
1/2 Ton Pickup	\$45,000		2023-2024	0	\$45,000	\$0	\$0	(\$45,000)	\$0	Unit 1, '03 Ram 1500
3/4 Ton Pickup	\$55,000		2023-2024	0	\$55,000	\$0	\$0	(\$55,000)	\$0	Unit 8, '05 F250 D
Orthomagery	\$33,000		2024-2025	1	\$33,000	\$0	\$0	\$0	\$33,000	Updated 10/08
Chipper	\$25,000		2024-2025	1	\$24,500	\$500	\$300	\$0	\$24,800	Chipper (P&E Dept)
Harris Court A/C Unit #3	\$15,000	2000-2001	2024-2025	1	\$14,500	\$500	\$300	\$0	\$14,800	Air Conditioner
Multifunction Plotter/Scanner	\$25,000		2024-2025	1	\$24,000	\$1,000	\$500	\$0	\$24,500	Replace 2 separate units
1/2 Ton Pickup	\$30,000		2024-2025	1	\$29,000	\$1,000	\$500	\$0	\$29,500	Unit 7, '14 F150 4x4
Honda Insight	\$25,000		2024-2025	1	\$24,000	\$1,000	\$500	\$0	\$24,500	Unit 5, '10 Honda Insight Hybrid
1/2 Ton Pickup	\$35,000		2024-2025	1	\$33,500	\$1,500	\$800	\$0	\$34,300	Unit 4, '99 F150 4x4
Harris Court A/C Unit #4	\$15,000	2000-2001	2024-2025	1	\$14,000	\$1,000	\$500	\$0	\$14,500	Air Conditioner
1 Ton Pickup	\$60,000		2025-2026	2	\$49,500	\$10,500	\$3,500	\$0	\$53,000	Unit 11, '03 Ram D 3500
Ford Escape	\$30,000		2025-2026	2	\$24,500	\$5,500	\$1,800	\$0	\$26,300	Unit 14, '09 Ford Escape
Harris Court A/C Unit #5	\$15,000	2000-2001	2025-2026	2	\$13,000	\$2,000	\$700	\$0	\$13,700	Air Conditioner
Telephone System	\$15,000	2018-2019	2026-2027	3	\$9,000	\$6,000	\$1,500	\$0	\$10,500	Avaya Phone System
Chevy Bolt EV Unit 17-01	\$40,000	2016-2017	2027-2028	4	\$29,500	\$10,500	\$2,000	\$0	\$31,500	Unit 17-01, 2017 Chevy Bolt EV
Chevy Bolt EV Unit 17-02	\$40,000	2016-2017	2027-2028	4	\$29,500	\$10,500	\$2,000	\$0	\$31,500	Unit 17-02, 2017 Chevy Bolt EV
1 Ton Pickup (Dump/Auto-Crane)	\$65,000	5/26/2016	2027-2028	4	\$53,000	\$12,000	\$2,400	\$0	\$55,400	Unit 6, '96 F350 D 4x4
1 Ton Pickup Unit #3 (Replaced with)	\$50,000		2027-2028	4	\$21,000	\$29,000	\$5,600	\$0	\$26,600	Unit 3, '97 3500 D 4x4
Information System (Servers)	\$70,000	2021-2022	2028-2029	5	\$12,000	\$58,000	\$10,000	\$0	\$22,000	Dell Servers in Service 21/22
1/2 Ton Pickup (4 Door 4X4) Unit 18	\$31,000	2017-2018	2029-2030	6	\$18,000	\$13,000	\$1,800	\$0	\$19,800	Unit 18-01 Pool Vehicle
Server Room Air Conditioner	\$10,000	2018-2019	2029-2030	6	\$3,000	\$7,000	\$900	\$0	\$3,900	Air Conditioner
Harris Court A/C Unit #1 (York 3-ton	\$15,000	2015-2016	2030-2031	8	\$8,000	\$7,000	\$900	\$0	\$8,900	Air Conditioner
1/2 Ton Pickup Unit 20-01	\$35,000	8/14/2020	2031-2032	9	\$6,000	\$29,000	\$2,700	\$0	\$8,700	Unit 20-01, '95 F150
1/2 Ton Pickup WEIR	\$34,000	12/2/2021	2031-2032	9	\$3,500	\$30,500	\$3,200	\$0	\$6,700	Fishries Division (WEIR Project)
3/4 Ton Pickup	\$45,000	1/1/2023	2032-2033	10	\$0	\$45,000	\$4,100	\$0	\$4,100	Unit 9, '03 Ram 2500
Doppler Current Meter	\$35,000	12/2/2022	2032-2033	10	\$0	\$35,000	\$3,300	\$0	\$3,300	Doppler Meter Equipment
Board Room A/V Equipment	\$55,000	1/1/2023	2032-2033	10	\$0	\$55,000	\$5,000	\$0	\$5,000	A/V Equipment
Harris Court A/C Unit #2 (Ruud 5-ton	\$15,000	2019-2020	2034-2035	13	\$3,000	\$12,000	\$1,000	\$0	\$4,000	Air Conditioner
Admin Bldg	\$1,781,000	2000	50 years	27	\$172,500	\$1,608,500	\$57,500	\$0	\$230,000	Administration building
Sleepy Hollow Facility	\$1,803,000	2020-2021	50 years	47	\$105,500	\$1,697,500	\$35,500	\$0	\$141,000	Sleepy Hollow upgraded facility
ASR Bldg 1/Wells 1 & 2	\$4,173,000	2009-2010	50 years	47	\$242,000	\$3,931,000	\$82,000	\$0	\$324,000	ASR 1st Building/Wells
ASR Bldg 2	\$4,650,000	2020-2021	50 years	47	\$273,000	\$4,377,000	\$91,000	\$0	\$364,000	ASR Treatment Facility Bldg
ASR Backflush	\$441,000	2018-2019	50 years	47	\$23,500	\$417,500	\$8,500	\$0	\$32,000	ASR Backflush
Totals	\$13,811,000				\$1,395,500	\$12,415,500	\$330,300	(\$100,000)	\$1,625,800	

**Monterey Peninsula Water Management District
Revenues Comparison by Year
Fiscal Year 2023-2024 Budget**

	FY 2021-2022 <u>Revised</u>	FY 2022-2023 <u>Revised</u>	FY 2023-2024 <u>Adopted</u>	Change From <u>Previous Year</u>	Percentage <u>Change</u>
Property Taxes	\$2,300,000	\$2,500,000	\$2,600,000	\$100,000	4.00%
Permit Fees - WDD	150,000	\$150,000	\$150,000	0	0.00%
Permit Fees - WDS	48,000	\$48,000	\$48,000	0	0.00%
Capacity Fee	400,000	\$500,000	\$500,000	0	0.00%
User Fees	5,300,000	\$5,500,000	\$6,000,000	500,000	9.09%
Water Supply Charge	3,400,000	\$3,400,000	\$3,400,000	0	0.00%
PWM Water Sales	9,828,000	\$12,201,000	\$13,275,500	1,074,500	8.81%
Interest	130,000	\$80,000	\$150,000	70,000	87.50%
Other	15,000	\$15,000	\$15,000	0	0.00%
Subtotal District Revenues	21,571,000	24,394,000	26,138,500	1,744,500	7.15%
Reimbursements - CAW	\$1,219,500	\$1,028,600	\$991,600	-\$37,000	-3.60%
Reimbursements - PWM Project (Grant)	\$0	\$1,500,000	\$0	-\$1,500,000	-100.00%
Reimbursements - Reclamation Tank	\$500,000	\$0	\$0	\$0	0.00%
Reimbursements - Watermaster	39,600	\$39,600	\$39,600	0	0.00%
Reimbursements - Reclamation	20,000	\$20,000	\$20,000	0	0.00%
Reimbursements - FEMA	0	\$0	\$165,000	165,000	100.00%
Reimbursements - Other	23,000	\$23,000	\$35,000	12,000	52.17%
Reimbursements - Recording Fees	10,400	\$20,000	\$25,000	5,000	25.00%
Reimbursements - Legal Fees	16,000	\$16,000	\$16,000	0	0.00%
Grants	1,096,200	\$266,200	\$18,940,000	18,673,800	7014.95%
Subtotal Reimbursements	2,924,700	2,913,400	20,232,200	17,318,800	594.45%
Carry Forward From Prior Year	2,207,100	\$1,323,000	\$886,500	-436,500	-32.99%
From Capital Reserve	95,000	\$197,000	\$100,000	-97,000	-49.24%
From Flood/Drought Reserve	0	\$250,000	\$0	-250,000	-100.00%
From Debt Reserve	500,000	\$500,000	\$0	-500,000	-100.00%
From Fund Balance	0	\$0	\$1,081,050	1,081,050	100.00%
Other Financing Sources:	0	\$0	\$0	0	0.00%
Transfers In	330,300	\$2,000,000	\$609,400	-1,390,600	-69.53%
Transfers Out	-330,300	-\$2,000,000	-\$609,400	1,390,600	-69.53%
Subtotal Other	2,802,100	2,270,000	2,067,550	-202,450	-8.92%
Revenue Totals	\$27,297,800	\$29,577,400	\$48,438,250	\$18,860,850	63.77%

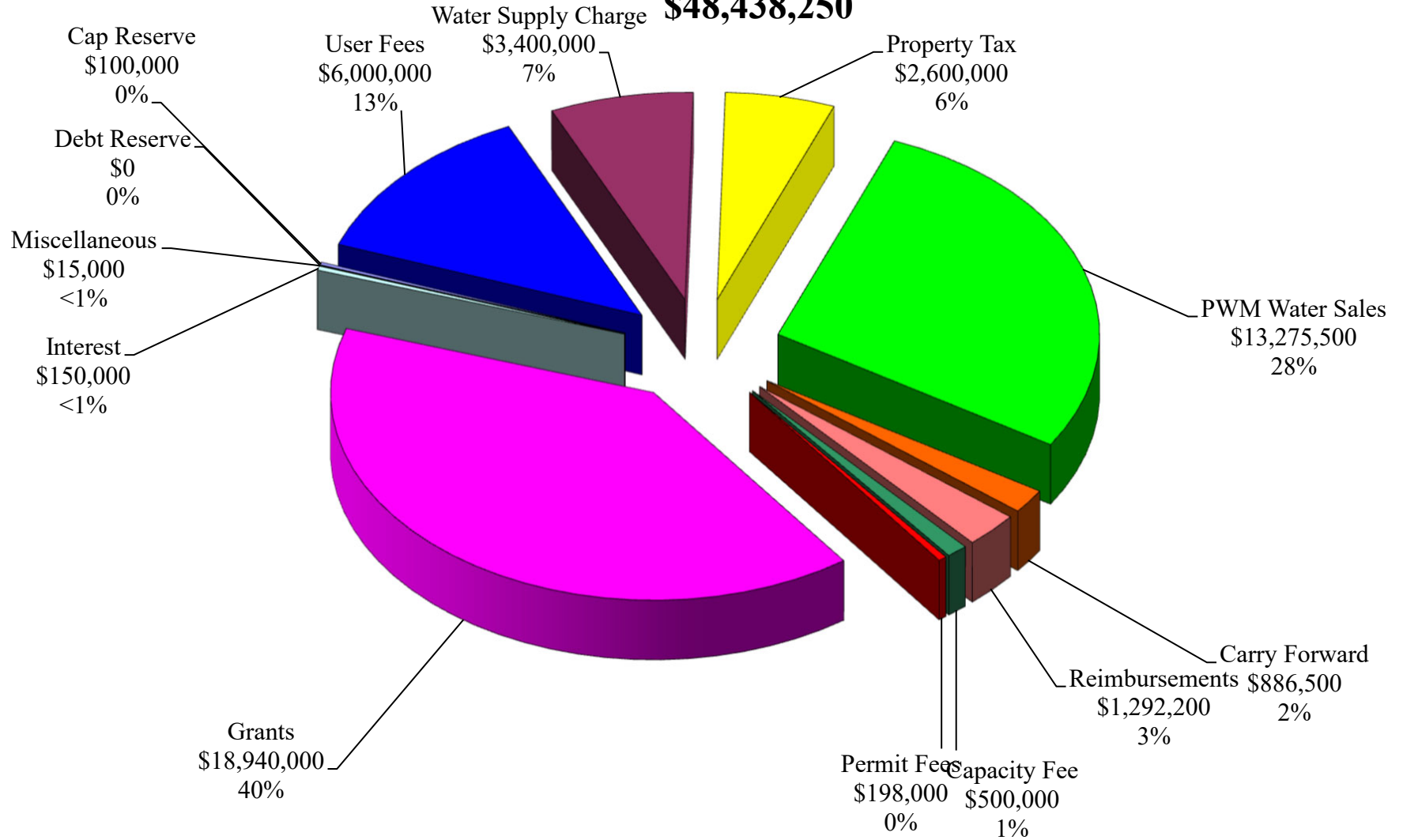
Monterey Peninsula Water Management District
Revenues by Operating Fund
Fiscal Year 2023-2024 Budget

	<u>Mitigation</u>	<u>Water Supply</u>	<u>Conservation</u>	<u>Total</u>
Property Taxes	\$0	\$2,600,000	\$0	\$2,600,000
Permit Fees - WDD	0	0	150,000	150,000
Permit Fees - WDS	0	0	48,000	48,000
Capacity Fee	0	500,000	0	500,000
User Fees	3,720,000	840,000	1,440,000	6,000,000
Water Supply Charge	0	3,400,000	0	3,400,000
PWM Water Sales	0	13,275,500	0	13,275,500
Interest	50,000	50,000	50,000	150,000
Other	5,000	5,000	5,000	15,000
Subtotal District Revenues	<u>3,775,000</u>	<u>20,670,500</u>	<u>1,693,000</u>	<u>26,138,500</u>
Reimbursements - CAW	\$0	\$591,600	\$400,000	\$991,600
Reimbursements - PWM Project (Grant)	0	0	0	0
Reimbursements - Reclamation Tank	0	0	0	0
Reimbursements - Watermaster	0	39,600	0	39,600
Reimbursements - Reclamation	0	20,000	0	20,000
Reimbursements - FEMA	165,000	0	0	165,000
Reimbursements - Other	0	0	35,000	35,000
Reimbursements - Recording Fees	0	0	25,000	25,000
Reimbursements - Legal Fees	0	0	16,000	16,000
Grants	2,200,000	16,740,000	0	18,940,000
Subtotal Reimbursements	<u>2,365,000</u>	<u>17,391,200</u>	<u>476,000</u>	<u>20,232,200</u>
Carry Forward From Prior Year	602,000	124,500	160,000	886,500
From Capital Reserve	100,000	0	0	100,000
From Debt Reserve	0	0	0	0
From Fund Balance	0	1,081,050	0	1,081,050
Other Financing Sources:	0	0	0	0
Transfers In	0	0	609,400	609,400
Transfers Out	0	-609,400	0	-609,400
Subtotal Other	<u>702,000</u>	<u>596,150</u>	<u>769,400</u>	<u>2,067,550</u>
Revenue Totals	<u><u>\$6,842,000</u></u>	<u><u>\$38,657,850</u></u>	<u><u>\$2,938,400</u></u>	<u><u>\$48,438,250</u></u>

REVENUE SUMMARY

Fiscal Year 2023-2024 Budget

\$48,438,250



**Monterey Peninsula Water Management District
Reimbursable Amounts & Grants
Fiscal Year 2023-2024 Budget**

<u>Reimbursement Source</u>	<u>Amount</u>
CAW - ASR 1 Operation	591,600
CAW - Conservation Rebates	400,000
Watermaster	39,600
Reclamation Project (labor & legal)	20,000
FEMA Reimbursement	165,000
Conservation Workshop Reimbursements	10,500
Grants - IRWM Implementation	1,200,000
Grants - IRWM Implementation - Round 2	1,000,000
Grants - PWM Project	16,740,000
Direct Bill - Deed Restriction	25,000
Direct Bill - Legal Reimbursement	16,000
Direct Bill - WDS Permitting, Hydrogeologic Analysis, etc.	24,500
Total Reimbursements	\$20,232,200

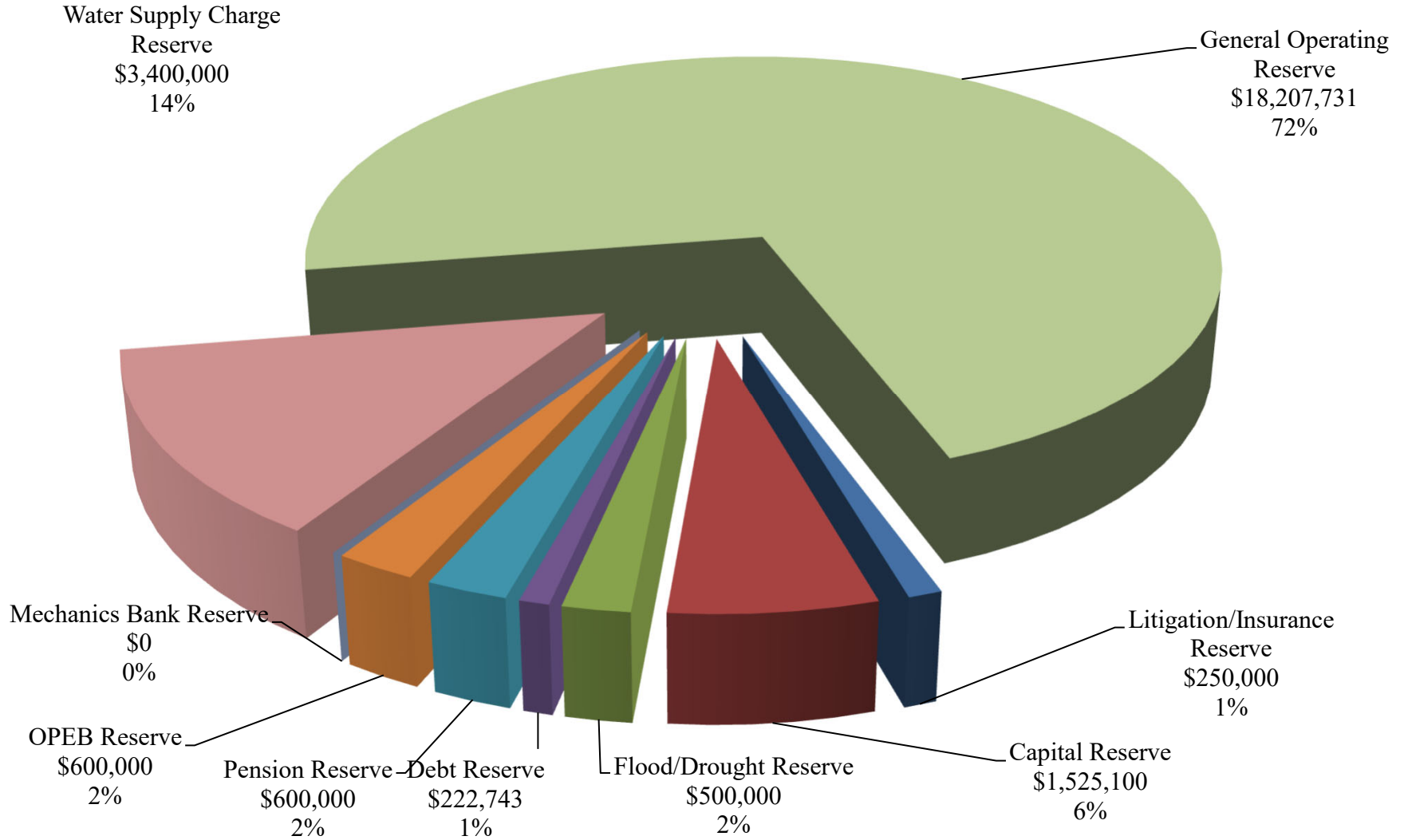
Monterey Peninsula Water Management District
Analysis of Reserves
Fiscal Year 2023-2024 Budget

<u>Estimated Reserves as of 06/30/2023</u>	Mitigation <u>Fund</u>	Water Supply <u>Fund</u>	Conservation <u>Fund</u>	<u>Totals</u>
Prepaid Expenses	\$0	\$0	\$0	\$0
Litigation/Insurance Reserve	66,740	171,354	11,906	250,000
Capital Reserve	826,601	314,666	153,533	1,294,800
Flood/Drought Reserve	328,944	0	0	328,944
Debt Reserve	0	222,743	0	222,743
Pension Reserve	196,000	168,000	136,000	500,000
OPEB Reserve	196,000	168,000	136,000	500,000
Mechanics Bank Reserve	0	0	0	0
General Operating Reserve	5,987,822	7,882,005	5,216,060	19,085,887
Reserve Balance as of 06/30/2023	<u>\$7,602,107</u>	<u>\$8,926,768</u>	<u>\$5,653,499</u>	<u>\$22,182,374</u>
 <u>Litigation/Insurance Reserve Analysis</u>				
06/30/2023 Balance (above)	\$66,740	\$171,354	\$11,906	\$250,000
Fiscal Year 2023-2024 Budgeted	0	0	0	0
06/30/2024 Budgeted Balance	<u>\$66,740</u>	<u>\$171,354</u>	<u>\$11,906</u>	<u>\$250,000</u>
 <u>Capital Reserve Analysis</u>				
06/30/2023 Balance (above)	\$826,601	\$314,666	\$153,533	\$1,294,800
Fiscal Year 2023-2024 Budgeted	88,850	212,350	29,100	330,300
Fiscal Year 2023-2024 Use	(100,000)	0	0	(100,000)
06/30/2024 Budgeted Balance	<u>\$815,451</u>	<u>\$527,016</u>	<u>\$182,633</u>	<u>\$1,525,100</u>
 <u>Flood/Drought Reserve Analysis</u>				
06/30/2023 Balance (above)	\$328,944	\$0	\$0	\$328,944
Fiscal Year 2023-2024 Budgeted	0	0	0	0
06/30/2024 Budgeted Balance	<u>\$328,944</u>	<u>\$0</u>	<u>\$0</u>	<u>\$328,944</u>
 <u>Debt Reserve Analysis</u>				
06/30/2023 Balance (above)	\$0	\$222,743	\$0	\$222,743
Fiscal Year 2023-2024 Budgeted	0	0	0	0
06/30/2024 Budgeted Balance	<u>\$0</u>	<u>\$222,743</u>	<u>\$0</u>	<u>\$222,743</u>
 <u>Pension Reserve Analysis</u>				
06/30/2023 Balance (above)	\$196,000	\$168,000	\$136,000	\$500,000
Fiscal Year 2023-2024 Budgeted	34,000	36,000	30,000	100,000
06/30/2024 Budgeted Balance	<u>\$230,000</u>	<u>\$204,000</u>	<u>\$166,000</u>	<u>\$600,000</u>
 <u>OPEB Reserve Analysis</u>				
06/30/2023 Balance (above)	\$196,000	\$168,000	\$136,000	\$500,000
Fiscal Year 2023-2024 Budgeted	34,000	36,000	30,000	100,000
06/30/2024 Budgeted Balance	<u>\$230,000</u>	<u>\$204,000</u>	<u>\$166,000</u>	<u>\$600,000</u>
 <u>Mechanics Bank Reserve Analysis</u>				
06/30/2023 Balance (above)	\$0	\$0	\$0	\$0
Fiscal Year 2023-2024 Budgeted	0	0	0	0
06/30/2024 Budgeted Balance	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
 <u>General Operating Reserve Analysis</u>				
06/30/2023 Balance (above)	\$5,987,822	\$7,882,005	\$5,216,060	\$19,085,887
Fiscal Year 2023-2024 Budgeted	1,228,450	0	0	1,228,450
Fiscal Year 2023-2024 Use	(602,000)	(1,073,550)	(160,000)	(1,835,550)
Fiscal Year 2023-2024 Transfer	0	0	0	0
06/30/2024 Budgeted Balance	<u>\$6,614,272</u>	<u>\$6,808,455</u>	<u>\$5,056,060</u>	<u>\$18,478,787</u>
Budgeted Reserves as of 06/30/2024	\$8,285,407	\$8,137,568	\$5,582,599	\$22,005,574

RESERVE ANALYSIS

Fiscal Year 2023-2024 Budget

\$25,305,574



MPWMD BOARD OF DIRECTORS

District Counsel

General Manager

Public Outreach Coordinator

Executive Assistant

Administrative Services Mgr/
Chief Financial Officer

Environmental Resources Manager

Water Resources Manager

Water Demand Manager

HR Coordinator/
Contract Specialist

Associate Fisheries Biologist

District Engineer

Conservation Analyst

Accountant

Associate Fisheries Biologist

Associate Hydrologist

Conservation Analyst

Senior Office Specialist

Assistant Fisheries Biologist

Assistant Hydrologist

Conservation Representative II

Accounting/Office Specialist

Environmental Programs Specialist

Assistant Hydrologist

Conservation Representative I

GIS Services
(Contracted Service)

Resources Maintenance Specialist

Conservation Technician I

Information Technology
(Contracted Service)

Administrative Assistant

Monterey Peninsula Water Management District
 Division Budget
 Fiscal Year 2023-2024 Budget

General Manager's Office

The General Manager's Office activities include strategic planning, oversight of divisional activities and execution, public outreach, coordination and oversight of budget and financial activities, management of the District's legal strategies, support for the Board of Directors and Committees. Priorities for the past and next fiscal year include development of a secure and reliable revenue stream and implementation of permanent water supply resources.

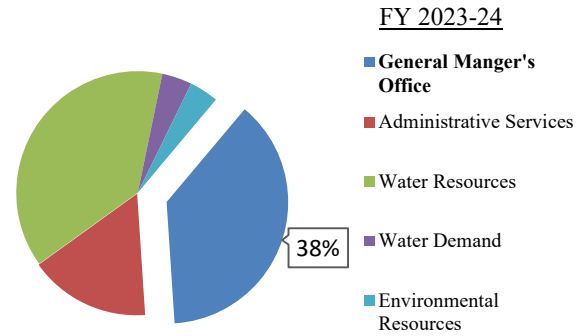
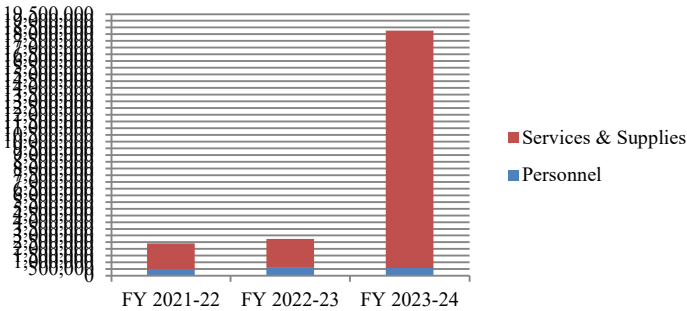
The services provided include general management of District activities on a day-to-day basis, strategic planning, program and activity evaluation, staff meetings and evaluations, meeting with jurisdictions and interest groups, regular interaction and direction with financial personnel, regular interaction and review of performance of District legal team, coordination of Board schedule and activities, preparation of Board packages and minutes.

Classification	FY 2021-22 Revised	FY 2022-23 Revised	FY 2023-24 Adopted	FY 2023-24 Change
General Manager	1	1	1	0
Executive Assistant	1	1	1	0
Community Outreach	0	1	0	-1
Financial Analyst	0	1	1	0
TOTAL POSITIONS	2	4	3	-1
TOTAL DISTRICT-WIDE POSITIONS	26.5	28.5	27.5	-1

Monterey Peninsula Water Management District
 Division Budget
 Fiscal Year 2023-2024 Budget

General Manager's Office

	FY 2021-22 Revised	FY 2022-23 Revised	FY 2023-24 Adopted	FY 2023-24 Change
Personnel				
Salaries	\$324,800	\$430,400	\$390,000	(\$40,400)
Retirement	101,600	129,100	130,200	1,100
Unemployment Compensation	0	0	0	-
Auto Allowance	6,000	6,000	6,000	-
Deferred Compensation	10,000	10,500	10,700	200
Temporary Personnel	0	0	0	-
Workers' Comp.	1,900	2,000	1,900	(100)
Employee Insurance	32,100	53,700	44,000	(9,700)
Medicare & FICA Taxes	4,900	6,300	5,900	(400)
Personnel Recruitment	0	0	0	-
Pre-Employment Physicals	0	0	0	-
Staff Development	7,300	2,400	2,000	(400)
Sub-total Personnel Costs	488,600	640,400	590,700	(49,700)
Services & Supplies	336,900	344,200	338,200	(6,000)
Fixed Assets	-	-	-	-
Project Expenditures	1,587,000	1,762,000	17,550,000	15,588,000
Debt Service	-	-	-	-
Election Expense	-	-	-	-
Contingency	-	-	-	-
Sub-total	1,923,900	2,106,200	17,888,200	15,582,000
TOTAL EXPENDITURES	2,412,500	2,746,600	18,478,900	15,482,600



Monterey Peninsula Water Management District
 Division Budget
 Fiscal Year 2023-2024 Budget

Administrative Services

The Administrative Services Department activities include revenue and debt management, procurement, payroll, safety, risk management, human resources, records management, rules and regulations updates and distribution, building services and repairs, administrative support for the Board of Directors, administrative work in support of District-wide program and activities, and information technology services.

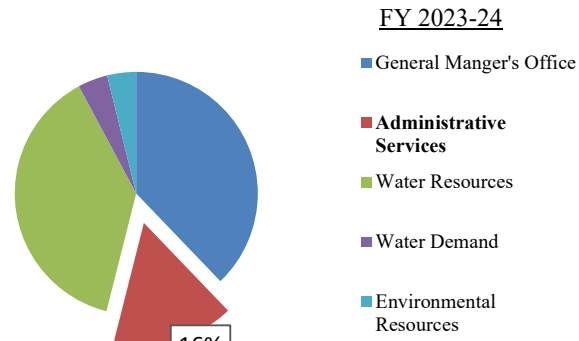
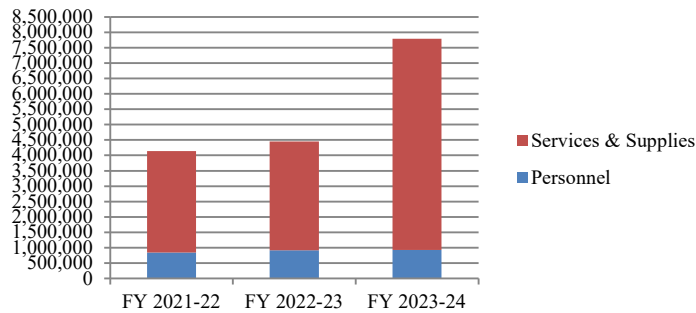
The services provided include cash and investment management, day-to-day accounting operations for the District and Pebble Beach Reclamation Project, internal and external financial reporting, grant administration, debt administration, overseeing District's financial obligations, management of assets, payroll administration, acquisition and payment of all goods and services, financial aspect of risk management, administering safety training programs, accident investigation, recruitment, selection, development and maintenance of personnel policies and procedures, employee development/training, employee recognition, legal issues and labor relations activities, and fulfilling public records requests. Additional services provided are the administration of benefit programs, overseeing workers compensation and ensuring compliance with DMV requirements. This department also maintains the District wide records management program, the repair & maintenance and improvements of the District's information and communication technology systems.

Classification	FY 2021-22 Revised	FY 2022-23 Revised	FY 2023-24 Adopted	FY 2023-24 Change
Administrative Services Manager/CFO	1	1	1	0
Information Technology Manager (contracted)	0.5	0.5	0.5	0
GIS Specialist (Contracted)	0.5	0.5	0.5	0
Accountant	1	1	1	0
Human Resources Coordinator/Contract Specialist	1	1	1	0
Human Resources Analyst (Contracted)	0.5	0.5	0.5	0
Senior Office Specialist	1	1	1	0
Accounting/Office Specialist	1	1	1	0
TOTAL POSITIONS	6.5	6.5	6.5	0
TOTAL DISTRICT-WIDE POSITIONS	26.5	28.5	27.5	-1

Monterey Peninsula Water Management District
 Division Budget
 Fiscal Year 2023-2024 Budget

Administrative Services

	FY 2021-22 Revised	FY 2022-23 Revised	FY 2023-24 Adopted	FY 2023-24 Change
Personnel				
Salaries	\$441,500	\$500,000	\$517,200	\$17,200
Retirement	117,000	138,500	142,800	4,300
Unemployment Compensation	3,000	3,000	3,100	100
Auto Allowance	0	0	0	-
Deferred Compensation	0	0	0	-
Temporary Personnel	50,000	10,000	10,000	-
Workers' Comp.	2,700	2,400	2,400	-
Employee Insurance	211,400	236,900	227,100	(9,800)
Medicare & FICA Taxes	9,200	10,100	10,400	300
Other Benefits	2,000	2,000	2,000	-
Personnel Recruitment	3,000	8,000	8,000	-
Staff Development	5,500	8,000	6,000	(2,000)
Sub-total Personnel Costs	845,300	918,900	929,000	10,100
Services & Supplies	1,234,600	1,299,200	1,396,800	97,600
Fixed Assets	222,900	308,000	130,000	(178,000)
Project Expenditures	-	-	-	-
Debt Service	230,000	230,000	-	(230,000)
Election Expense	-	250,000	-	(250,000)
Reserves	1,539,300	1,370,900	5,190,750	3,887,850
Contingency	70,000	70,000	70,000	-
Sub-total	3,296,800	3,528,100	6,787,550	3,327,450
TOTAL EXPENDITURES	4,142,100	4,447,000	7,716,550	3,347,650



Monterey Peninsula Water Management District
 Division Budget
 Fiscal Year 2023-2024 Budget

Water Resources

The Planning and Engineering Division activities include review and investigation of proposed water supply projects, evaluation of proposed Carmel River water rights decisions, preservation of existing District water rights, coordination of Water Distribution System permits, implementation of portions of the Carmel River Mitigation Program, and coordination of water resource management throughout the District.

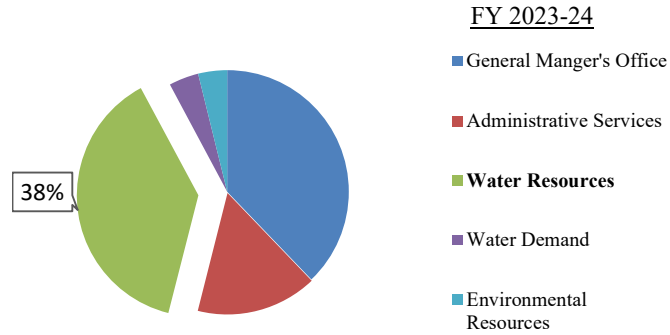
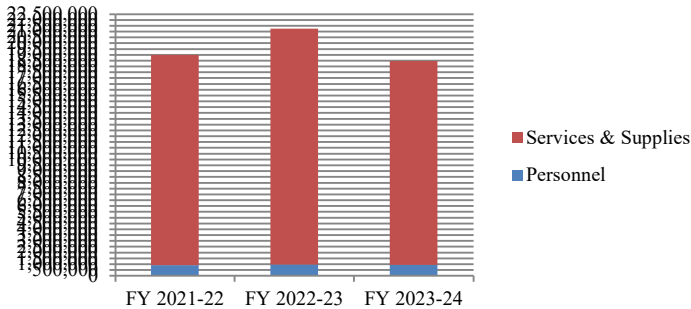
- Water Supply – Analysis of impacts and benefits of proposed water supply projects; review and completion of environmental compliance documents under the California Environmental Quality Act and National Environmental Policy Act); completion of Engineer’s Reports;
- Water Rights – Coordinate District review of proposed Carmel River water rights issued by the State Water Resources Control Board; track and preserve existing District water rights; prepare applications for changes to District water rights;
- Water Distribution System (WDS) permits – Review and process applications for WDS permits; make determinations of level of review; coordinate staff, consultant, and District Counsel work on WDS permits; prepare findings; issue WDS permits;
- Carmel River Mitigation Program – Conduct Carmel River restoration projects, including problem assessment, design, bid preparation, permit acquisition, construction management, and project monitoring; install, operate, and maintain high-volume irrigation systems along 15 miles of the lower Carmel River; monitor and assess streamside conditions; provide technical assistance to river front property owners; determine erosion potential; enforce District rules for the Carmel River; assist the Water Resources Division with steelhead rescues and Sleepy Hollow Steelhead Rearing Facility operations; provide technical analysis and advice to agencies responsible for Carmel River lagoon management;
- Integrated Regional Water Management (IRWM) – facilitate the development and implementation of a comprehensive IRWM Plan for the Monterey Peninsula region, including projects involving Carmel River resources, groundwater, recycled water, desalination, stormwater, flood control, ecosystem restoration, water conservation, and public recreation; conduct stakeholder outreach; prepare grant applications for specific projects; administer grant funds on behalf of the District and local area project proponents.

Classification	FY 2021-22 Revised	FY 2022-23 Revised	FY 2023-24 Adopted	FY 2023-24 Change
Water Resources Manager	1	1	1	0
District Engineer	0	0	1	-1
Hydrography Programs Coordinator	0	0	0	0
Associate Hydrologist	1	1	1	0
Hydrology Technician	0	0	0	0
Senior Water Resources Engineer	1	1	0	1
Assistant Hydrologist	1	1	1	0
Assistant Hydrologist	1	1	1	0
TOTAL POSITIONS	5	5	5	0
TOTAL DISTRICT-WIDE POSITIONS	26.5	28.5	27.5	-1

Monterey Peninsula Water Management District
 Division Budget
 Fiscal Year 2023-2024 Budget

Water Resources

	FY 2021-22 Revised	FY 2022-23 Revised	FY 2023-24 Adopted	FY 2023-24 Change
Personnel				
Salaries	\$625,900	\$679,300	\$637,900	(\$41,400)
Retirement	170,500	152,800	160,500	7,700
Unemployment Compensation	3,000	3,000	3,000	-
Auto Allowance	0	0	0	-
Deferred Compensation	0	0	0	-
Temporary Personnel	0	0	0	-
Workers' Comp.	30,400	26,100	24,800	(1,300)
Employee Insurance	74,900	83,700	87,200	3,500
Medicare & FICA Taxes	11,600	15,000	13,400	(1,600)
Personnel Recruitment	0	0	0	-
Pre-Employment Physicals	0	0	0	-
Staff Development	5,600	8,000	6,000	(2,000)
Sub-total Personnel Costs	921,900	967,900	932,800	(35,100)
Services & Supplies	35,000	32,600	32,600	-
Fixed Assets	-	-	-	-
Project Expenditures	18,029,700	20,260,500	17,493,100	(2,767,400)
Debt Service				-
Election Expense				-
Contingency				-
Sub-total	18,064,700	20,293,100	17,525,700	(2,767,400)
TOTAL EXPENDITURES	18,986,600	21,261,000	18,458,500	(2,837,600)



Monterey Peninsula Water Management District
 Division Budget
 Fiscal Year 2023-2024 Budget

Water Demand

The Water Demand Division provides information and programs to achieve efficient water use and maximize available supplies. This is achieved through community education and outreach, development of incentives and training programs, and by implementing and enforcing permitting and conservation regulations, thereby reducing the community’s need for potable water. The Water Demand Division strives to provide responsive and accurate customer service that exceeds the expectations of the people we serve.

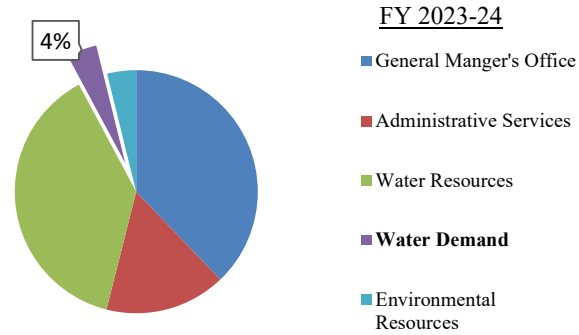
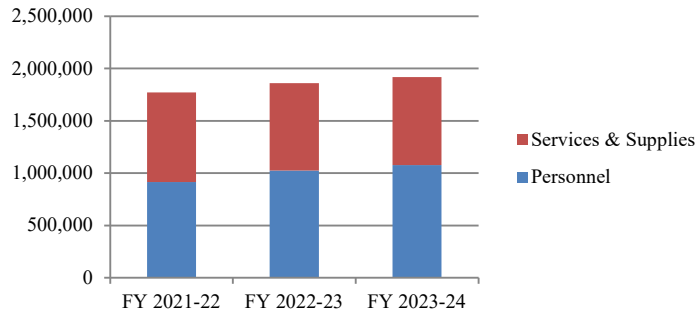
Services include customer service related to permit review and processing, conservation program administration and reporting, site visits and inspections, water waste and rationing enforcement, rebate program administration, and data management and data systems design related to demand management. Other services include project and program coordination and training with eight local cities and county, local water purveyors, local and statewide agencies, builders, contractors, architects, Realtors and others. The Water Demand Division also reviews projects for environmental compliance related to water supply, collaborates with jurisdictions to develop and track efficiency standards and conditions for development projects, assists with ratemaking and proposes policies and programs to encourage and promote indoor and outdoor water efficiency, conservation, reuse, alternative water sources, and non-residential best management practices.

Classification	FY 2021-22 Revised	FY 2022-23 Revised	FY 2023-24 Adopted	FY 2023-24 Change
Water Demand Manager	1	1	1	0
Conservation Analyst	2	2	2	0
Conservation Representative I	2	2	2	0
Conservation Technician II	1	1	1	0
Administrative Assistant	0	1	1	0
Data Entry (temporary)	1	0	0	0
TOTAL POSITIONS	7	7	7	0
TOTAL DISTRICT-WIDE POSITIONS	26.5	28.5	27.5	-1

Monterey Peninsula Water Management District
 Division Budget
 Fiscal Year 2023-2024 Budget

Water Demand

	FY 2021-22 Revised	FY 2022-23 Revised	FY 2023-24 Adopted	FY 2023-24 Change
Personnel				
Salaries	\$630,900	\$693,900	\$732,200	\$38,300
Retirement	163,100	191,600	200,600	9,000
Unemployment Compensation	3,000	1,000	1,000	-
Auto Allowance	0	0	0	-
Deferred Compensation	0	0	0	-
Temporary Personnel	0	0	0	-
Workers' Comp.	3,600	3,200	3,400	200
Employee Insurance	94,300	115,400	121,300	5,900
Medicare & FICA Taxes	9,300	10,100	10,700	600
Personnel Recruitment	0	0	0	-
Pre-Employment Physicals	0	0	0	-
Staff Development	10,000	10,000	8,000	(2,000)
Sub-total Personnel Costs	914,200	1,025,200	1,077,200	52,000
Services & Supplies	24,200	32,500	30,100	(2,400)
Fixed Assets	0	0	0	-
Project Expenditures	833,700	802,000	811,000	9,000
Debt Service	0	0	0	-
Election Expense	0	0	0	-
Contingency	0	0	0	-
Sub-total	857,900	834,500	841,100	6,600
TOTAL EXPENDITURES	1,772,100	1,859,700	1,918,300	110,600



Monterey Peninsula Water Management District
 Division Budget
 Fiscal Year 2023-2024 Budget

Environmental Resources

The Water Resources Division (WRD) is comprised of two staff functionary units, the Hydrologic unit and the Fisheries unit. Program responsibilities and services provided include surface and groundwater data collection and reporting programs, fishery protection activities in the Carmel River basin, quarterly water supply strategies and budgets for Cal-Am’s main and satellite water distribution systems, and the annual Carmel River Memorandum of Agreement among Cal-Am, CDFG and the District that governs reservoir releases to the lower Carmel River during the low-flow season. WRD staff coordinates closely with the Planning & Engineering and Water Demand Divisions on certain activities to more efficiently share internal staff resources and expertise.

Water Supply – Develop and implement plans for water supply augmentation projects; design, permit, construct, operate Seaside Basin ASR projects; analyze water supply project alternatives; operate water resources simulation models.

Fisheries Resource Program - Rescue stranded steelhead from the Carmel River; rear rescued fish at the Sleepy Hollow Rearing Facility (SHSRF); rescue downstream migrant smolts in spring and transport them to a holding facility or the ocean; prevent stranding of early fall and winter migrant juvenile steelhead; rescue steelhead kelts and transport them to a holding facility or the ocean; support future interagency captive brood-stock program for landlocked steelhead during successive years of drought; prepare designs, retain contractors and manage construction contracts for SHSRF projects.

Hydrologic Monitoring Program - Conduct: (a) precipitation monitoring, (b) streamflow monitoring, (c) reservoir and groundwater storage monitoring, (d) surface water and groundwater production monitoring,(e) surface water and groundwater quality monitoring, and (f) Carmel River lagoon water level, quality, bathymetric and habitat

Water Resources Management – Prepare quarterly water supply strategy budgets; participate in annual Carmel River Low Flow Memorandum of Agreement process; conduct monitoring and management functions as part of Seaside Basin Watermaster Monitoring & Management Plan; provide technical assistance and expert testimony on Cal-Am rate cases before the CPUC; prepare annual Mitigation Program reports.

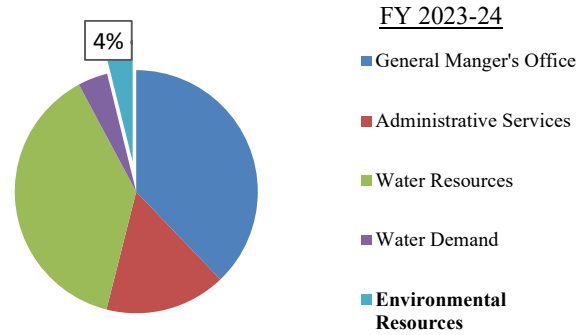
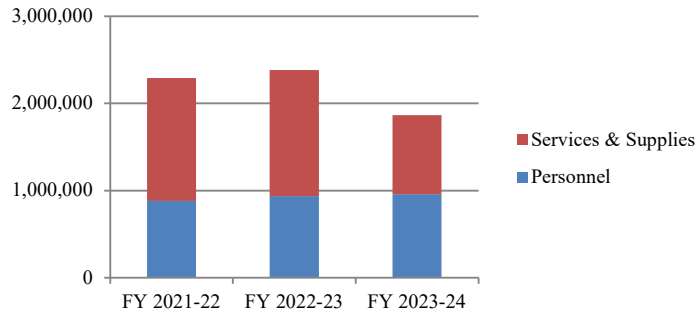
Water Use and Permitting – Collect, analyze and report data from approximately 1,000 wells and other sources for annual District-wide water production summary; coordinate with Planning & Engineering and Water Demand Divisions on Water Distribution System permitting.

Classification	FY 2021-22 Revised	FY 2022-23 Revised	FY 2023-24 Adopted	FY 2023-24 Change
Environmental Resources Manager	1	1	1	0
Senior Fisheries Biologist	0	0	0	0
Associate Fisheries Biologist	1	1	1	0
Associate Fisheries Biologist	1	1	1	0
Assistant Fisheries Biologist	1	1	1	0
Environmental Programs Specialist	1	1	1	0
Resources Maintenance Specialist	1	1	1	0
TOTAL POSITIONS	6	6	6	0
TOTAL DISTRICT-WIDE POSITIONS	26.5	28.5	27.5	-1

Monterey Peninsula Water Management District
 Division Budget
 Fiscal Year 2023-2024 Budget

Environmental Resources

	FY 2021-22 Revised	FY 2022-23 Revised	FY 2023-24 Adopted	FY 2023-24 Change
Personnel				
Salaries	\$588,100	\$616,900	\$625,500	\$8,600
Retirement	154,900	179,900	186,600	6,700
Unemployment Compensation	3,000	3,000	3,000	-
Auto Allowance	0	0	0	-
Deferred Compensation	0	0	0	-
Temporary Personnel	0	0	0	-
Workers' Comp.	28,200	23,400	24,100	700
Employee Insurance	94,200	99,300	104,100	4,800
Medicare & FICA Taxes	8,600	9,000	9,100	100
Personnel Recruitment	0	0	0	-
Pre-Employment Physicals	0	0	0	-
Staff Development	4,400	4,400	4,400	-
Sub-total Personnel Costs	881,400	935,900	956,800	20,900
Services & Supplies	28,800	32,200	32,200	-
Fixed Assets	75,600	142,000	100,000	(42,000)
Project Expenditures	1,304,600	1,271,000	777,000	(494,000)
Debt Service	0	0	0	-
Election Expense	0	0	0	-
Contingency	0	0	0	-
Sub-total	1,409,000	1,445,200	909,200	(536,000)
TOTAL EXPENDITURES	2,290,400	2,381,100	1,866,000	(494,200)





BUDGET PROCESS CALENDAR

FISCAL YEAR 2023-2024

<i>2022 Target Dates</i>	<i>Action</i>	<i>Responsibility</i>
May 4	Budget Memorandum and Forms Distributed	Administrative Services
May 12	Budget Request Forms Due to ASD	Division Managers
May 16	Budget Review Session	Team Management
May 25	Proposed Budget Presented to Board Budget Workshop	Board of Directors
June 20	Board Adopts Budget Board Sets Appropriation Limit	Board of Directors

Glossary

Article XIII (B):

Article XIII (B) is a section of the California State Constitution relating to the amount of a public entities tax revenues that may be expended in a given fiscal year. In the instance of the MPWMD, the article limits the amount of property tax revenue that may be spent in a fiscal year. It is calculated based upon the prior year's limit multiplied by a factor representing annual growth in population and consumer prices. The latter is furnished by the State Treasurer's Office. The calculation, required since the passage of Proposition 13 in 1978, is contained in each District budget and is identified as "Property Tax Appropriation."

Budget Assumptions:

The budget assumptions are generally accepted statements, which if untrue, would materially alter the financial planning and budget of the agency.

Capital Assets:

Capital assets are equipment and components that have a useful life greater than one year and with an initial, individual cost of more than \$1,000 for equipment and \$5,000 for facilities and improvements.

Contingency:

The contingency is a nominal amount budgeted for expenditure for unforeseen emergencies or special purposes requiring Board approval.

Designated Reserves:

Designated reserves are funds set aside by the Board for specific, restricted uses. Examples include capital equipment, litigation, flood/drought, and pre-paid expenses.

Expenditures:

Expenditures are associated with each operating fund, as well with each program category. Personnel costs, services and supplies, capital assets and project expenditures are the principal categories. A pie chart graphically shows percentages of expenditures by line item.

Fiscal Year:

The fiscal year is the twelve-month period beginning July 1 and ending June 30 of the following year. The District uses the fiscal year as the basis for reporting financial information a twelve-month accounting period.

General Operating Reserves:

General operating reserves are the balances in each operating fund of the District that remain after all budgeted expenses are paid. Normally, the general operating reserve balance is carried forward from one fiscal year to the next. The value is verified annually by the independent auditor and reported in the annual audit report.

Labor Allocation by Operating Funds:

The Labor Allocation by Operating Funds is a budget schedule that relates employee output to the three operating funds. It shows the output of each employee as a percentage of total time by operating fund. This percentage is used throughout the budget as the basis of allocating general and administrative (overhead) costs to the operating funds.

Labor Allocation by Program Category:

The Labor Allocation by Program Category is a budget schedule that relates employee output to the budgeted program categories. It shows the output of each employee as a percentage of total time by program category. This percentage is used throughout the budget as the basis of allocating general and administrative (overhead) costs to the program categories.

Mitigation Revenue:

This is the revenue derived from the Agreement for Carmel River Mitigation Program between California American Water and Monterey Peninsula Water Management District.

Program Categories:

Program Categories are major service programs that have been identified. All expenditures, including labor costs, are allocated to each program category in order to identify what each program actually costs.

Project Expenditures:

The Summary of Project Expenditures is a listing of costs for the coming year that are projected as a result of specific projects and programs carried-out by the staff, consultants and contractors. Project expenditures do not include staff compensation for regular employees. It does include Pure Water Monterey water purchase costs.

Reimbursement Revenues:

Reimbursement revenues are received from various sources and allocated to offset expenditures related to the revenue source. These reimbursements received by the District are for projects carried-out by the District. Some of these reimbursements include grants, Cal-Am Water Conservation & Rebate Program funds, ASR operations reimbursement, direct-billed reimbursements, etc. All of the reimbursement revenues collected within the fiscal year is related to the expenses in the same fiscal year.

Revenues:

Revenues are derived from various sources and allocated to each operating fund. Property taxes, permits fees, water connection charges, water supply charge, Pure Water Monterey water sales revenue, user fees, interest on investments, reimbursements to the District for projects carried-out by the District and grants are the principal revenue sources. Revenues may include a portion of the prior-year fund balance used to offset expenditures. A pie chart graphically shows percentages of revenues according to source.

User Fees:

The User Fee is a percentage of Cal-Am ratepayers water bill that is collected and remitted by Cal-Am monthly. The proceeds of the User Fee have been used to support the District's environmental mitigation, conservation and rationing, water supply, and any other purposes.

Water Supply Charge:

The Water Supply Charge is a rate or charge that funds costs related to the provision of water. This annual charge raised by the District, 100% of which will support District water supply activities, including capital acquisition and operational costs for Aquifer Storage and Recovery, Groundwater Replenishment, and related water supply purposes for the general benefit of the District as a whole.

Abbreviations:

ASR – Aquifer Storage Recovery

IRWM – Integrated Regional Water Management

OPEB – Other Post-Employment Benefits

PWM – Pure Water Monterey

SHRF – Sleepy Hollow Rearing Facility

ITEM: INFORMATIONAL ITEM/STAFF REPORT**31. REPORT ON ACTIVITY/PROGRESS ON CONTRACTS OVER \$25,000**

Meeting Date:	June 20, 2023	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Suresh Prasad	Cost Estimate:	N/A

General Counsel Review: N/A**Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

SUMMARY: Attached for review as **Exhibit 31-A**, monthly status report on contracts over \$25,000 for the period April 2023. This status report is provided for information only, no action is required.

EXHIBIT**31-A Status on District Open Contracts (over \$25k)**

EXHIBIT 31-A

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

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

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

Contract	Description	Date Authorized	Contract Amount	Prior Period	Current Period	Total	Expected Completion	Current Period Activity	P.O. Number
				Expended To Date	Spending	Expended To Date			
28	Marina Coast Water District	IRWM Grant Reimbursement	3/28/2022	\$ 83,079.00	\$ 2,255.50		\$ 2,255.50		PO02947
29	City of Seaside	IRWM Grant Reimbursement	3/28/2022	\$ 578,987.90	\$ 317,190.32	\$ 123,255.85	\$ 440,446.17	Current period IRWM Grant reimbursement	PO02948
30	Montgomery & Associates	Annual Groundwater Modeling support	11/15/2021	\$ 50,000.00	\$ 31,941.00	\$ 5,714.00	\$ 37,655.00	Current period billing for annual groundwater modeling services	PO02849
31	DUDEK	Grant administration services for the Proposition 1 IRWM Implementation	12/14/2020	\$ 114,960.00	\$ 33,348.75	\$ 1,160.00	\$ 34,508.75	Current period billing for Prop 1 IRWM grant administration services	PO02847
32	Shute, Mihaly & Weinberger LLP	Measure J LAFCO Litigation Legal Services	1/1/2022	\$ 300,000.00	\$ 276,767.70		\$ 276,767.70		PO02843
33	Reiff Manufacturing	Quarantine tanks with for the Sleepy Hollow steelhead facility	10/18/2022	\$ 48,000.00	\$ 40,350.00		\$ 40,350.00		PO02824
34	Tetra Tech, Inc.	Engineering services Sleepy Hollow Facility Upgrade	6/21/2021	\$ 67,500.00	\$ 44,996.14		\$ 44,996.14		PO02693
35	Monterey One Water	PWM Deep Injection Well #4 Design/Construction	9/21/2020	\$ 4,070,000.00	\$ 1,662,829.66		\$ 1,662,829.66		PO02604
36	Goodin, MacBride, Squeri & Day, LLP	Legal Fee Related MPWSP	4/1/2021	\$ 50,000.00	\$ 29,848.31		\$ 29,848.31		PO02601
37	Local Agency Formation Commission (LAFCO) of Monterey County	Measure J/Rule 19.8 MPWMD LAFCO Application Procs	5/17/2021	\$ 232,800.00	\$ 210,584.62		\$ 210,584.62		PO02598
38	Shute, Mihaly & Weinberger LLP	Measure J CEQA Litigation Legal Services	12/23/2020	\$ 200,000.00	\$ 140,933.56		\$ 140,933.56		PO02490
39	Weston Solutions, Inc.	UXO Support Services	6/15/2020	\$ 26,378.70	\$ 6,521.66		\$ 6,521.66		PO02371
40	Denise Duffy & Assoc. Inc.	CEQA addendum for ASR Parallel Pipeline	4/20/2020	\$ 28,567.00	\$ 25,970.44		\$ 25,970.44		PO02363
41	Norton Rose Fulbright	Cal-Am Desal Structuring & Financing Order	4/20/2015	\$ 307,103.13	\$ 38,557.29		\$ 38,557.29		PO02197
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	\$ 37,605.46	\$ 871.81	\$ 38,477.27	6/30/2024 Current period billing for photocopy machine lease	PO02108
44	Monterey One Water	Supplemental EIR Costs for PWM Expansion Project	3/18/2019	\$ 750,000.00	\$ 731,336.70		\$ 731,336.70		PO02095
45	Monterey One Water	Pre-Construction Costs for PWM Expansion Project	11/13/2017	\$ 360,000.00	\$ 312,617.94		\$ 312,617.94		PO02094
46	DUDEK	Consulting Services for Prop 1 grant proposal	4/15/2019	\$ 95,600.00	\$ 94,315.05		\$ 94,315.05		PO01986
47	Denise Duffy & Associates	Consulting Services IRWM plan update	12/17/2018	\$ 55,000.00	\$ 53,322.32		\$ 53,322.32		PO01985
48	Tetra Tech, Inc.	Engineering services Sleepy Hollow Facility Upgrade	7/16/2018	\$ 30,000.00	\$ 26,878.87		\$ 26,878.87		PO01880
49	Ecology Action of Santa Cruz	IRWM HEART Grant	4/16/2018	\$ 152,600.00	\$ 86,362.33		\$ 86,362.33		PO01824
50	Pueblo Water Resources, Inc.	ASR Backflush Basin Expansion, CM services	7/16/2018	\$ 96,034.00	\$ 68,919.39		\$ 68,919.39		PO01778
51	Colantuono, Highsmith, & Whatley, PC	MPTA Legal Matter	7/1/2018	\$ 200,000.00	\$ 150,703.10		\$ 150,703.10		PO01707
52	Pueblo Water Resources, Inc.	Seaside Groundwater Basin Geochemical Study	1/24/2018	\$ 68,679.00	\$ 57,168.85		\$ 57,168.85		PO01628
53	Pueblo Water Resources, Inc.	SSAP Water Quality Study	8/21/2017	\$ 94,437.70	\$ 44,318.11		\$ 44,318.11		PO01510
54	AECOM Technical Services, Inc.	Los Padres Dam Alternatives Study	1/25/2017	\$ 794,920.00	\$ 785,389.80	\$ 9,530.20	\$ 794,920.00	Current period billing for Los Padres Dam Study	PO01268

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

Contract		Description	Date Authorized	Contract Amount	Prior Period Expended To Date	Current Period Spending	Total Expended To Date	Expected Completion	Current Period Activity	P.O. Number
55	Denise Duffy & Assoc. Inc.	MMRP Services for Monterey Pipeline	1/25/2017	\$ 80,000.00	\$ 73,144.06		\$ 73,144.06			PO01202
56	Goodin,MacBride,Squeri,Day,Lamprey	User Fee PUC Proceedings Legal Fee	7/1/2016	\$ 50,000.00	\$ 49,318.05		\$ 49,318.05	6/30/2023		PO01100

ITEM: INFORMATIONAL ITEM/STAFF REPORT**32. STATUS REPORT ON MEASURE J/RULE 19.8 PHASE III SPENDING****Meeting Date: June 20, 2023 Budgeted: N/A****From: David J. Stoldt, General Manager Program/ Line Item No.: N/A****Prepared By: Suresh Prasad Cost Estimate: N/A****General Counsel Review: N/A****Committee Recommendation: The Finance and Administration Committee reviewed this item on June 12, 2023.****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

SUMMARY: Attached for review as **Exhibit 32-A**, monthly status report on Measure J/Rule 19.8 Phase II spending for the period April 2023. This status report is provided for information only, no action is required.**EXHIBIT****32-A** Status on Measure J/Rule 19.8 Phase II Spending

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

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

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

	Contract	Date Authorized	Contract/Approved Amount	Prior Period Spending	Current Period Spending	Total Expended To Date	Spending Remaining	Project No.
1	Eminent Domain Legal Counsel	12/16/2019	\$ 345,000.00	\$ 168,265.94		\$ 168,265.94	\$ 176,734.06	PA00005-01
2	CEQA Work	12/16/2019	\$ 134,928.00	\$ 134,779.54		\$ 134,779.54	\$ 148.46	PA00005-02
3	Appraisal Services	12/16/2019	\$ 430,000.00	\$ 188,683.75		\$ 188,683.75	\$ 241,316.25	PA00005-03
4	Operations Plan	12/16/2019	\$ 145,000.00	\$ 94,860.00		\$ 94,860.00	\$ 50,140.00	PA00005-04
5	District Legal Counsel	12/16/2019	\$ 40,000.00	\$ 162,254.16		\$ 162,254.16	\$ (122,254.16)	PA00005-05

6	MAI Appraiser	12/16/2019	\$ 170,000.00	\$ 76,032.00		\$ 76,032.00	\$ 93,968.00	PA00005-06
7	Jacobs Engineering	12/16/2019	\$ 87,000.00	\$ 86,977.36		\$ 86,977.36	\$ 22.64	PA00005-07
8	LAFCO Process	12/16/2019	\$ 240,000.00	\$ 217,784.62		\$ 217,784.62	\$ 22,215.38	PA00005-08
8	PSOMAS	9/20/2021	\$ 28,000.00	\$ 25,308.49		\$ 25,308.49	\$ 2,691.51	PA00005-09
9	Contingency/Miscellaneous/Uncommitted	12/16/2019	\$ 289,072.00	\$ 39,298.59		\$ 39,298.59	\$ 249,773.41	PA00005-20
	Total		\$ 1,909,000.00	\$ 1,194,244.45	\$ -	\$ 1,194,244.45	\$ 714,755.55	

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

	Contract	Date Authorized	Contract Amount	Prior Period Spending	Current Period Spending	Total Expended To Date	Spending Remaining	Project No.
1	Eminent Domain Legal Counsel	12/17/2018	\$ 100,000.00	\$ 148,802.21	\$ 12,195.95	\$ 160,998.16	\$ (60,998.16)	PA00002-01
2	Investment Banking Services	2/21/2019	\$ 30,000.00	\$ -	\$ 27,000.00	\$ 27,000.00	\$ 3,000.00	PA00002-02
3	Valuation & Cost of Service Study Consulta	2/21/2019	\$ 355,000.00	\$ 247,690.63	\$ 39,274.54	\$ 286,965.17	\$ 68,034.83	PA00002-03
4	Investor Owned Utility Consultant	2/21/2019	\$ 100,000.00	\$ 84,221.69		\$ 84,221.69	\$ 15,778.31	PA00002-04
5	District Legal Counsel		\$ 35,000.00	\$ 33,763.61	\$ 8,133.98	\$ 41,897.59	\$ (6,897.59)	PA00002-05
6	Contingency/Miscellaneous		\$ 30,000.00	\$ 9,931.83	\$ 33,814.12	\$ 43,745.95	\$ (13,745.95)	PA00002-10
	Total		\$ 650,000.00	\$ 524,409.97	\$ 120,418.59	\$ 644,828.56	\$ 5,171.44	

ITEM: INFORMATIONAL ITEM/STAFF REPORT**33. LETTERS RECEIVED****Meeting Date:** June 20, 2023 **Budgeted:** N/A**From:** David J. Stoldt,
General Manager **Program/** N/A
Line Item No.:**Prepared By:** Joel G. Pablo **Cost Estimate:** N/A**General Counsel Review:** N/A**Committee Recommendation:** N/A**CEQA Compliance:** This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.

A list of letters sent by and/or received by the Board Chair and/or General Manager between May 10, 2023 and June 13, 2023 is shown below.

The purpose of including a list of these letters in the Board packet is to inform the Board and interested citizens. Copies of the letters are available for public review at the District office. If a member of the public would like to receive a copy of any letter listed, please contact the District office. Reproduction costs will be charged. The letters can also be downloaded from the District's website at www.mpwmd.net.

Author	Addressee	Date	Topic
Melodie Chrislock	Board of Directors and General Manager	May 11, 2023	Monterey Herald Response to Chesshire's Op-Ed and Letter to the Editor <ul style="list-style-type: none"> Measure J by <i>Melodie Chrislock</i>
Melodie Chrislock	General Manager	May 16, 2023	<u>Letters to the Editor</u> Carmel Pine Cone <ul style="list-style-type: none"> No Confusion on Measure J by <i>Melodie Chrislock</i> Monterey Herald <ul style="list-style-type: none"> Measure J by <i>Gary Kreeger</i> Water Rate by <i>Sylvia Shih</i> Water War by <i>Michael Baer</i>
Melodie Chrislock	Board of Directors and General Manager	May 18, 2023	<u>Monterey Herald Letter</u> <ul style="list-style-type: none"> Measure J Clearly Written by <i>Susan Schiavone</i>

ITEM: INFORMATIONAL ITEM/STAFF REPORT**34. COMMITTEE REPORTS****Meeting Date: June 20, 2023** **Budgeted: N/A****From: David J. Stoldt,
General Manager** **Program/
Line Item No.: N/A****Prepared By: Joel G. Pablo** **Cost Estimate: N/A****General Counsel Review: N/A****Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

Attached for your review as **Exhibits 34-A** are the Final Minutes of the committee meeting listed below.

EXHIBITS**34-A** MPWMD Finance and Administration Committee: May 8, 2023



EXHIBIT 34-A

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

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

Call to Order

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

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

Committee members absent: None

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

District staff members absent: David Stoldt, General Manager

District Counsel present: David Laredo with De Lay & Laredo

Additions / Corrections to Agenda:

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

Comments from the Public:

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

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

Action Items:

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

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

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

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

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

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

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

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

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

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

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

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

Informational Items:

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

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

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

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

Discussion/Other Items:

9. Financial Impact of Monterey Peninsula Taxpayers Association Ruling

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

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

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

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

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

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

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

Suggest Items to be Placed on Future Agendas

None

Adjournment

Chair Anderson adjourned the meeting at 3:08 PM.

/s/ Sara Reyes, Sr. Office Specialist

Committee Clerk to the Finance and Administration Committee

Minutes Approved by the Committee on Monday, June 12, 2023

Minutes Received by the Board of Directors on Tuesday, June 20, 2023

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ITEM: INFORMATIONAL ITEM/STAFF REPORT**35. MONTHLY ALLOCATION REPORT**

Meeting Date:	June 20, 2023	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program:	N/A
		Line Item No.:	
Prepared By:	Gabriela Bravo	Cost Estimate:	N/A

General Counsel Review: N/A**Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines section 15378.**

SUMMARY: As of May 31, 2023, a total of **26.831** acre-feet (**7.8%**) of the Paralta Well Allocation remained available for use by the Jurisdictions. Pre-Paralta water in the amount of **30.784** acre-feet is available to the Jurisdictions, and **28.333** acre-feet is available as public water credits.

Exhibit 35-A shows the amount of water allocated to each Jurisdiction from the Paralta Well Allocation, the quantities permitted in May 2023 (“changes”), and the quantities remaining. The Paralta Allocation had no debits in May 2023.

Exhibit 35-A also shows additional water available to each of the Jurisdictions. Additional water from expired or canceled permits that were issued before January 1991 are shown under “PRE-Paralta.” Water credits used from a Jurisdiction’s “public credit” account are also listed. Transfers of Non-Residential Water Use Credits into a Jurisdiction’s Allocation are included as “public credits.” **Exhibit 35-B** shows water available to Pebble Beach Company and Del Monte Forest Benefited Properties, including Macomber Estates, Griffin Trust. Another table in this exhibit shows the status of Sand City Water Entitlement and the Malpaso Water Entitlement.

BACKGROUND: The District’s Water Allocation Program, associated resource system supply limits, and Jurisdictional Allocations have been modified by a number of key ordinances. These key ordinances are listed in **Exhibit 35-C**.

EXHIBITS**35-A** Monthly Allocation Report**35-B** Monthly Entitlement Report**35-C** District’s Water Allocation Program Ordinances

EXHIBIT 35-A
MONTHLY ALLOCATION REPORT
 Reported in Acre-Feet
 For the month of March 2023

Jurisdiction	Paralta Allocation*	Changes	Remaining	PRE-Paralta Water	Changes	Remaining	Public Credits	Changes	Remaining	Total Available
Airport District	8.100	0.000	5.197	0.000	0.000	0.000	0.000	0.000	0.000	5.197
Carmel-by-the-Sea	19.410	0.000	1.398	1.081	0.000	1.081	0.910	0.000	0.182	2.661
Del Rey Oaks	8.100	0.000	0.000	0.440	0.000	0.000	0.000	0.000	0.000	0.000
Monterey	76.320	0.000	0.298	50.659	0.000	0.181	38.121	0.000	2.451	2.920
Monterey County	87.710	0.000	10.578	13.080	0.000	0.352	7.827	0.000	1.181	12.121
Pacific Grove	25.770	0.000	0.000	1.410	0.000	0.014	15.874	0.000	0.002	0.016
Sand City	51.860	0.000	0.000	0.838	0.000	0.000	24.717	0.000	23.373	23.373
Seaside	65.450	0.000	0.000	34.438	0.296	29.181	2.693	0.000	1.144	30.325
District Reserve	9.000	0.000	9.000	N/A			N/A			9.000
TOTALS	342.720	0.000	26.471	101.946	0.296	30.809	90.142	0.000	28.333	85.613

Allocation Holder	Water Available	Changes this Month	Total Demand from Water Permits Issued	Remaining Water Available
Quail Meadows	33.000	0.000	32.320	0.680
Water West	12.760	0.159	10.051	2.709

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

EXHIBIT 35-B
MONTHLY ALLOCATION REPORT
ENTITLEMENTS
Reported in Acre-Feet
For the month of May 2023

Recycled Water Project Entitlements

Entitlement Holder	Entitlement	Changes this Month	Total Demand from Water Permits Issued	Remaining Entitlement/and Water Use Permits Available
Pebble Beach Co. *	197.800	1.090	32.282	165.518
Del Monte Forest Benefited Properties (Pursuant to Ord No. 109)	167.200	0.076	73.345	93.855
Macomber Estates	10.000	0.000	10.000	0.000
Griffin Trust	5.000	0.000	4.829	0.171
CAWD/PBCSD Project Totals	380.000	1.166	120.456	259.544

Entitlement Holder	Entitlement	Changes this Month	Total Demand from Water Permits Issued	Remaining Entitlement/and Water Use Permits Available
City of Sand City	206.000	0.000	8.114	197.886
Malpaso Water Company	80.000	0.000	21.928	58.072
D.B.O. Development No. 30	13.950	0.000	3.908	10.042
City of Pacific Grove	38.390	0.097	8.878	29.512
Cypress Pacific	3.170	0.000	3.170	0.000

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

EXHIBIT 35-C

District's Water Allocation Program Ordinances

Ordinance No. 1 was adopted in September 1980 to establish interim municipal water allocations based on existing water use by the jurisdictions. Resolution 81-7 was adopted in April 1981 to modify the interim allocations and incorporate projected water demands through the year 2000. Under the 1981 allocation, Cal-Am's annual production limit was set at 20,000 acre-feet.

Ordinance No. 52 was adopted in December 1990 to implement the District's water allocation program, modify the resource system supply limit, and to temporarily limit new uses of water. As a result of Ordinance No. 52, a moratorium on the issuance of most water permits within the District was established. Adoption of Ordinance No. 52 reduced Cal-Am's annual production limit to 16,744 acre-feet.

Ordinance No. 70 was adopted in June 1993 to modify the resource system supply limit, establish a water allocation for each of the jurisdictions within the District, and end the moratorium on the issuance of water permits. Adoption of Ordinance No. 70 was based on development of the Paralta Well in the Seaside Groundwater Basin and increased Cal-Am's annual production limit to **17,619** acre-feet. More specifically, Ordinance No. 70 allocated 308 acre-feet of water to the jurisdictions and 50 acre-feet to a District Reserve for regional projects with public benefit.

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

Ordinance No. 73 was adopted in February 1995 to eliminate the District Reserve and allocate the remaining water equally among the eight jurisdictions. Of the original 50 acre-feet that was allocated to the District Reserve, 34.72 acre-feet remained and was distributed equally (4.34 acre-feet) among the jurisdictions.

Ordinance No. 74 was adopted in March 1995 to allow the reinvestment of toilet retrofit water savings on single-family residential properties. The reinvested retrofit credits must be repaid by the jurisdiction from the next available water allocation and are limited to a maximum of 10 acre-feet. This ordinance sunset in July 1998.

Ordinance No. 75 was adopted in March 1995 to allow the reinvestment of water saved through toilet retrofits and other permanent water savings methods at publicly owned and operated facilities. Fifteen percent of the savings are set aside to meet the District's long-term water conservation goal and the remainder of the savings are credited to the jurisdictions allocation. This ordinance sunset in July 1998.

Ordinance No. 83 was adopted in April 1996 and set Cal-Am's annual production limit at **17,621** acre-feet and the non-Cal-Am annual production limit at **3,046** acre-feet. The modifications to the production limit were made based on the agreement by non-Cal-Am water users to permanently reduce annual water production from the Carmel Valley Alluvial Aquifer in exchange for water service from Cal-Am. As part of the agreement, fifteen percent of the historical non-Cal-Am production was set aside to meet the District's long-term water conservation goal.

Ordinance No. 87 was adopted in February 1997 as an urgency ordinance establishing a community benefit allocation for the planned expansion of the Community Hospital of the Monterey Peninsula (CHOMP). Specifically, a special reserve allocation of 19.60 acre-feet of production was created exclusively for the benefit of CHOMP. With this new allocation, Cal-Am's annual production limit was increased to **17,641** acre-feet and the non-Cal-Am annual production limit remained at **3,046** acre-feet.

Ordinance No. 90 was adopted in June 1998 to continue the program allowing the reinvestment of toilet retrofit water savings on single-family residential properties for 90-days following the expiration of Ordinance No. 74. This ordinance sunset in September 1998.

Ordinance No. 91 was adopted in June 1998 to continue the program allowing the reinvestment of water saved through toilet retrofits and other permanent water savings methods at publicly owned and operated facilities.

Ordinance No. 90 and No. 91 were challenged for compliance with CEQA and nullified by the Monterey Superior Court in December 1998.

Ordinance No. 109 was adopted on May 27, 2004, revised Rule 23.5 and adopted additional provisions to facilitate the financing and expansion of the CAWD/PBCSD Recycled Water Project.

Ordinance No. 132 was adopted on January 24, 2008, established a Water Entitlement for Sand City and amended the rules to reflect the process for issuing Water Use Permits.

Ordinance No. 165 was adopted on August 17, 2015, established a Water Entitlement for Malpas Water Company and amended the rules to reflect the process for issuing Water Use Permits.

Ordinance No. 166 was adopted on December 15, 2015, established a Water Entitlement for D.B.O. Development No. 30.

Ordinance No. 168 was adopted on January 27, 2016, established a Water Entitlement for the City of Pacific Grove.

ITEM: INFORMATIONAL ITEM/STAFF REPORT**36. WATER CONSERVATION PROGRAM REPORT****Meeting Date: June 20, 2023** **Budgeted: N/A****From: David J. Stoldt,
General Manager** **Program/
Line Item No. N/A****Prepared By: Kyle Smith** **Cost Estimate: N/A****General Counsel Review: N/A****Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

I. MANDATORY WATER CONSERVATION RETROFIT PROGRAM

District Regulation XIV requires the retrofit of water fixtures upon Change of Ownership or Use with High Efficiency Toilets (HET) (1.28 gallons-per-flush), 2.0 gallons-per-minute (gpm) Showerheads, 1.2 gpm Washbasin faucets, 1.8 gpm Kitchen, Utility, and Bar Sink faucets, and Rain Sensors on all automatic Irrigation Systems. Property owners must certify the Site meets the District's water efficiency standards by submitting a Water Conservation Certification Form (WCC), and a Site inspection is occasionally conducted to verify compliance. Properties that do not require an inspection are issued a Conservation Certification document.

A. Changes of Ownership

Information is obtained monthly from *Realquest.com* on properties transferring ownership within the District. The information is compared against the properties that have submitted WCCs. Details on **70** property transfers that occurred between May 1, 2023, and May 31, 2023, were added to the database.

B. Certification

The District received **100** WCCs between May 1, 2023, and May 31, 2023. Data on ownership, transfer date, and status of water efficiency standard compliance were entered into the database.

C. Verification

From May 1, 2023, and May 31, 2023, **85** properties were verified compliant with Rule 144 (Retrofit Upon Change of Ownership or Use). Of the **85** verifications, **48** properties verified compliance by submitting certification forms and/or receipts. District staff completed **60** Site inspections. Of the **60** properties verified, **37 (61%)** passed.

D. CII Compliance with Water Efficiency Standards

Effective January 1, 2014, all Non-Residential properties were required to meet Rule 143, Water Efficiency Standards for Existing Non-Residential Uses. To verify compliance with these requirements, property owners and businesses are sent notification of the requirements

and a date that inspectors will be on Site to check the property. In May, District inspectors performed **six** verification inspections.

MPWMD is forwarding its CII inspection findings to California American Water (Cal-Am) for their verification with the Rate Best Management Practices (Rate BMPs) that are used to determine the appropriate Non-Residential rate division. Compliance with MPWMD's Rule 143 achieves Rate BMPs for indoor water uses. Properties with landscaping must also comply with Cal-Am's outdoor Rate BMPs to avoid Division 4 (Non-Rate BMP Compliant) rates. In addition to sharing information about indoor Rate BMP compliance, MPWMD notifies Cal-Am of properties with landscaping. Cal-Am then conducts an outdoor audit to verify compliance with the Rate BMPs. During May 2023, MPWMD referred **no** properties to Cal-Am for verification of outdoor Rate BMPs.

E. Water Waste Enforcement

The District has a Water Waste Hotline 831-658-5653 or an online form to report Water Waste occurrences at www.mpwmd.net or www.montereywaterinfo.org. There was **one** Water Waste responses during the past month. There were **no** repeated incidents that resulted in a fine.

II. WATER DEMAND MANAGEMENT

A. Permit Processing

As of July 6, 2021, the District has been processing both electronic and in person applications for Water Permits. Information can be found at <https://www.mpwmd.net/regulations/water-permits>.

District Rule 23 requires a Water Permit application for all properties that propose to expand or modify water use on a Site, including New Construction and Remodels. District staff processed and issued **61** Water Permits from May 1, 2023, and May 31, 2023. **Five** Water Permits were issued using Water Entitlements (Pebble Beach Company, Malpas Water, etc.). **No** Water Permits involved a debit to a Public Water Credit Account. In addition to those Water Permits issued in May, **eleven** Meter Permits and **four** Hydrant Meter Permits were issued. All Water Permits have a disclaimer informing applicants of the Cease-and-Desist Order against California American Water and that MPWMD reports Water Permit details to California American Water.

District Rule 24-3-A allows the addition of a second Bathroom in an existing Dwelling Unit. Of the **61** Water Permits issued from May 1, 2023, and May 31, 2023, **three** were issued under this provision.

B. Permit Compliance

District staff completed **no** conditional Water Permit finals during May 2023. Staff completed **46** site inspections. **35** properties passed and **ten** failed due to unpermitted fixtures.

C. Deed Restrictions

District staff prepares deed restrictions that are recorded on the property title to provide notice of District Rules and Regulations, enforce Water Permit conditions, and provide notice

of public access to water records. In April 2001, the District Board of Directors adopted a policy regarding the processing of deed restrictions. District staff provided Notary services for **38** Water Permits with deed restrictions.

D. Rebates

The full list of available rebates can be found in Rule 141:

<https://www.mpwmd.net/rules/Rule141-TableXIV-1.pdf>.

EXHIBIT

36-A Rebate information for May 1, 2023 to May 31, 2023.

EXHIBIT 36-A

REBATE PROGRAM SUMMARY		May-2023			2023 YTD		1997 - Present		
I. Application Summary									
A.	Applications Received	79			384		30,443		
B.	Applications Approved	67			309		23,790		
C.	Single Family Applications	64			293		26,686		
D.	Multi-Family Applications	2			15		1,619		
E.	Non-Residential Applications	1			1		362		
II. Type of Devices Rebated		Number of Devices	Rebate Paid	Estimated AF	Gallons Saved	Year to Date Number	Year to Date Paid	Year to Date Estimated AF	
A.	High Efficiency Toilet (HET)	8	\$600.00	0.040000	13,034	49	\$3,675.00	0.24500	
B.	Ultra HET	1	\$125.00	0.010000	3,259	10	\$1,250.00	0.10000	
C.	Toilet Flapper			0.000000	0	0	\$0.00	0.00000	
D.	High Efficiency Dishwasher	15	\$1,875.00	0.045000	14,663	69	\$8,625.00	0.20700	
E.	High Efficiency Clothes Washer - Res	30	\$14,625.00	0.483000	157,386	148	\$73,625.00	2.38280	
F.	High Efficiency Clothes Washer - Com			0.000000	0	0	\$0.00	0.00000	
G.	Instant-Access Hot Water System	5	\$1,000.00	0.025000	8,146	12	\$2,399.98	0.06000	
H.	Zero Use Urinals			0.000000	0	0	\$0.00	0.00000	
I.	Pint Urinals			0.000000	0	0	\$0.00	0.00000	
J.	Cisterns	1	\$290.00	0.000000	0	8	\$2,181.25	0.00000	
K.	Smart Controllers	2	\$249.99	0.000000	0	11	\$1,322.44	0.00000	
L.	Rotating Sprinkler Nozzles			0.000000	0	0	\$0.00	0.00000	
M.	Moisture Sensors			0.000000	0	0	\$0.00	0.00000	
N.	Lawn Removal & Replacement			0.000000	0	0	\$0.00	0.00000	
O.	Graywater			0.000000	0	0	\$0.00	0.00000	
	Other - CII Smart Toilet Leak Dectectors	386	\$11,580.00	0.000000	0	0	\$11,580.00	0.00000	
R.	Other - Smart Flowmeters	7	\$1,296.00	0.000000	0	22	\$4,152.00	0.00000	
III. TOTALS		455	\$31,640.99	0.603000	196,488	329	\$108,810.67	2.99480	
IV. TOTALS Since 1997						Paid Since 1997: \$	6,467,566	595.22	Acre-Foot Per Year Saved Since 1997 (from quantifiable retrofits)

ITEM: INFORMATIONAL ITEM/STAFF REPORT**37. CARMEL RIVER FISHERY REPORT FOR MAY 2023**

Meeting Date:	June 20, 2023	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Beverly Chaney	Cost Estimate:	N/A

General Counsel Review: N/A**Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

AQUATIC HABITAT AND FLOW CONDITIONS: May was mostly dry and cool, keeping river flows far above the long-term median for the month. The upper tributaries continued to flow to their confluence with the river and Los Padres Dam was spilling at 56 cubic-feet-per-second (CFS) and 65 degrees F. Adult and smolt migration conditions remained good to excellent and rearing conditions were excellent throughout the watershed.

Due to a series of ‘atmospheric rivers’ that battered the central California coast, the 2023 Carmel River winter steelhead migration season was classified as ‘Extremely Wet’ and was one of the five wettest winters in recorded history. The river remained too high to safely walk for redd surveys until late May. Many steelhead redds were potentially lost in the large March storms (See USGS Near Carmel Gage graph of December 1, 2022 to June 1, 2023 below).

May’s mean daily streamflow at the Sleepy Hollow Weir gaging station dropped from 207 to 70 cfs (monthly mean 115 cfs) resulting in 7,040 acre-feet (AF) of runoff, while flows at the Highway 1 gage dropped from 200 to 102 cfs (monthly mean 138 cfs), resulting in 8,480 acre-feet (AF).

There were 0.41 inches of rain in early May as recorded at the San Clemente gauge. The rainfall total for WY 2023 (which started October 1, 2022) is 35.02 inches, or 168% of the long-term year-to-date average of 20.88 inches.

CARMEL RIVER LAGOON: The lagoon water surface elevation (WSE) ranged from approximately 6.1 to 10.3 feet in May as the north-flowing lagoon mouth closed several times (North American Vertical Datum of 1988; NAVD 88) (See graph below).

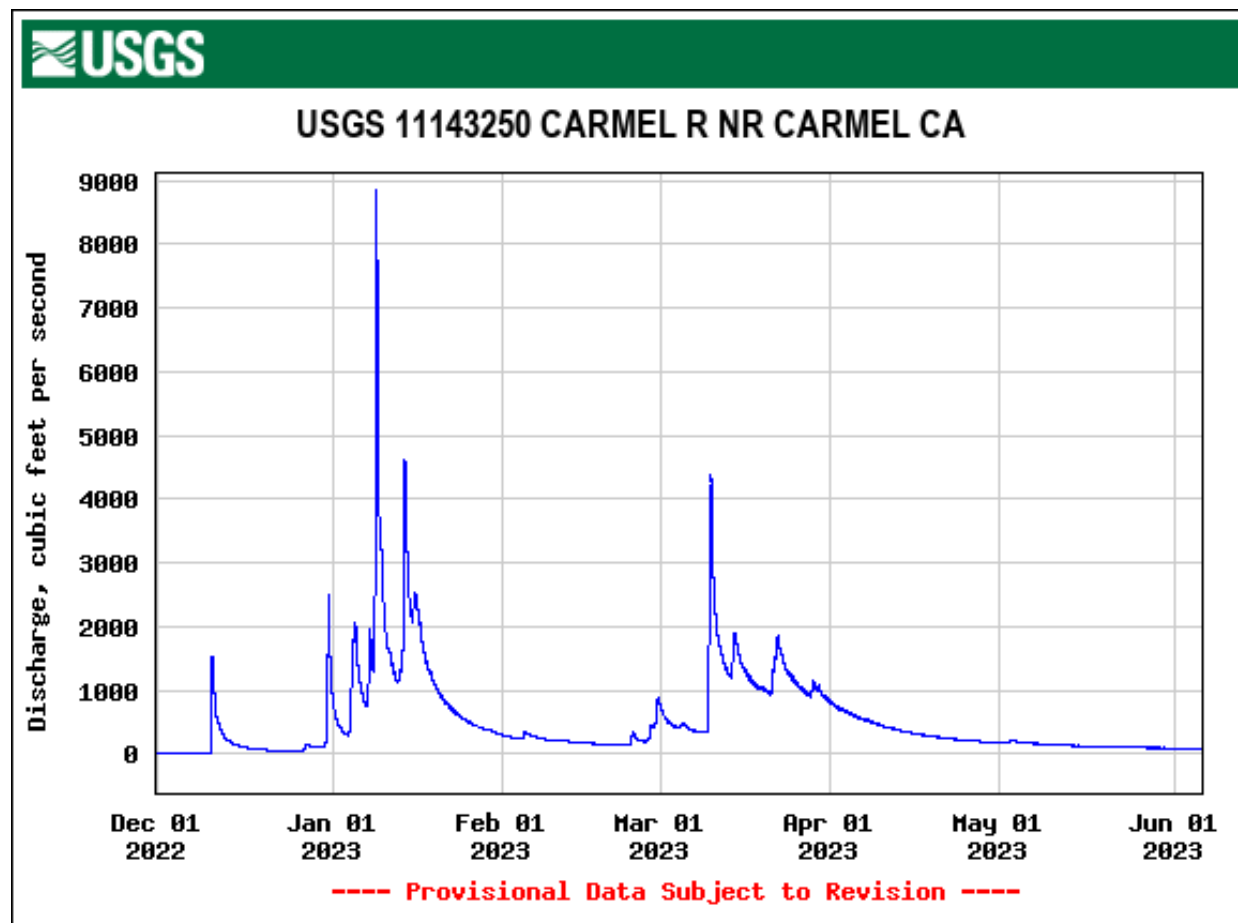
Water quality depth-profiles were conducted at five sites on May 22, 2023, while the lagoon mouth was open to the north, water surface elevation was 7.75 feet, and river inflow was 113 cfs. Steelhead passage conditions were good, and rearing conditions were good to fair. Salinity levels were generally low (<4 ppt down to 2-meters), water temperatures ranged from 60-69 degrees F, and dissolved oxygen (DO) levels were variable, ranging from <1–9 mg/l.

REDD SURVEYS: Fisheries staff completed a one-pass survey from Rosie's Bridge down to Highway 1, plus the Sleepy Hollow area. Only 19 steelhead redds (nests) were observed, likely due to early season spawning that later high river flows covered/erased. Conversely, increasingly higher numbers of Pacific Lamprey (a species of special concern) redds have been seen each year. This year staff observed a record 516 lamprey redds and approximately 15 adults.

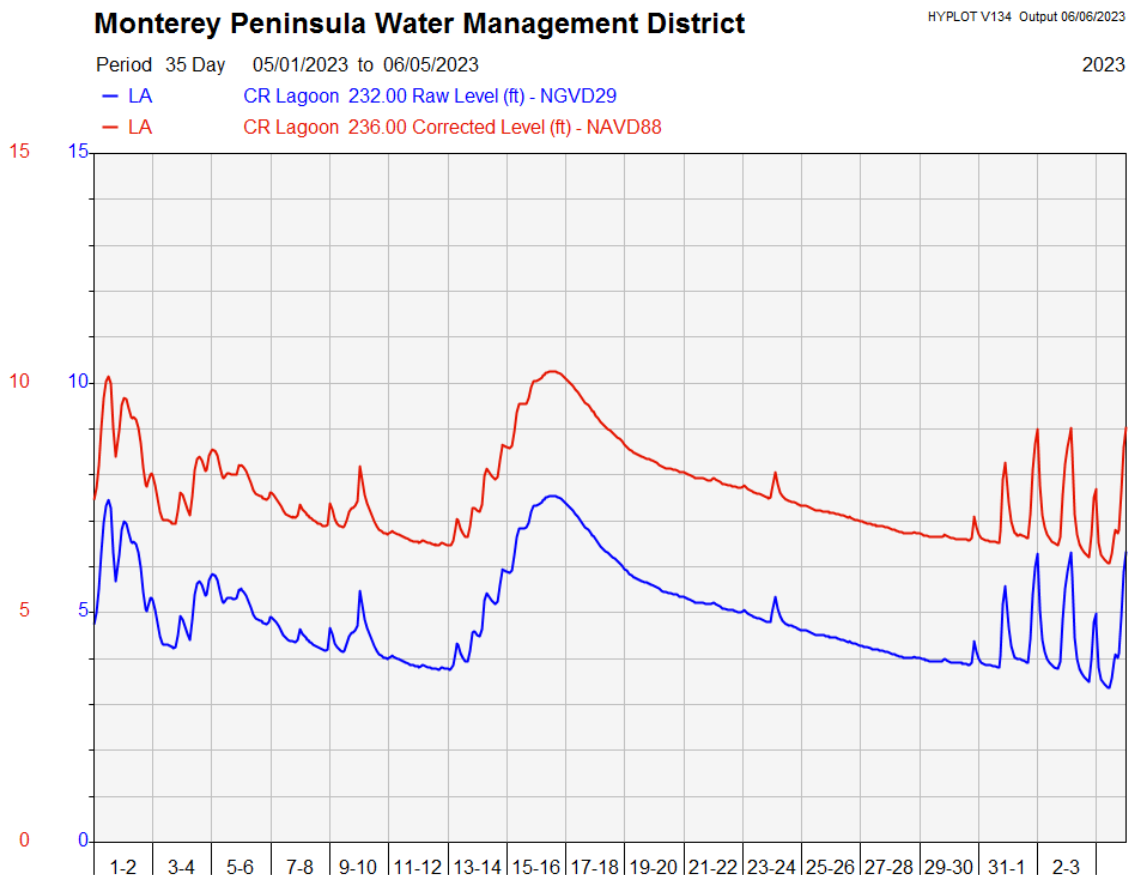
SLEEPY HOLLOW STEELHEAD REARING FACILITY: The rearing channel rehabilitation project was mostly completed in May. The work involved removal and replacement of 700 feet of an underground six-inch drain line, removal and disposal of the existing 800-foot long Hypalon liner, removal and reinstallation of a cobble layer in the riffle sections, installation of a concrete bottom with a new EPDM liner, and approximately 2,400 feet of air, fresh water, and saltwater lines. Flood damaged pumps in the RAS building were also reinstalled in May.

Staff will be conducting testing and maintenance of the rearing channel, pumps, and other Facility equipment in the coming months. Due to the wet winter and continued high river flows, we do not anticipate the need to operate the Facility in 2023.

USGS Near-Carmel Gage. December 1, 2022 to June 1, 2023:



Carmel River Lagoon Plot:



ITEM: INFORMATIONAL ITEM/STAFF REPORT**38. MONTHLY WATER SUPPLY AND CALIFORNIA AMERICAN WATER PRODUCTION REPORT**

Meeting Date:	June 20, 2023	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Jonathan Lear	Cost Estimate:	N/A

General Counsel Review: N/A**Committee Recommendation: N/A**

CEQA Compliance: Exempt from environmental review per SWRCB Order Nos. 95-10 and 2016-0016, and the Seaside Basin Groundwater Basin adjudication decision, as amended and Section 15268 of the California Environmental Quality Act (CEQA) Guidelines, as a ministerial project; Exempt from Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources.

Exhibit 38-A shows the water supply status for the Monterey Peninsula Water Resources System (MPWRS) as of **June 1, 2023**. This system includes the surface water resources in the Carmel River Basin, the groundwater resources in the Carmel Valley Alluvial Aquifer and the Seaside Groundwater Basin. **Exhibit 38-A** is for Water Year (WY) 2023 and focuses on three factors: rainfall, runoff, and storage. The rainfall and Streamflow values are based on measurements in the upper Carmel River Basin at Sleepy Hollow Weir.

Water Supply Status: Rainfall through **May 2023** totaled **0.41 inches** and brings the cumulative rainfall total for WY 2023 to **35.02 inches**, which is **168%** of the long-term average through **May**. Estimated unimpaired runoff through **May** totaled **7,040 acre-feet (AF)** and brings the cumulative runoff total for WY 2023 to **204,132 AF**, which is **308%** of the long-term average through **May**. Usable storage for the MRWPRS was **31,750 acre-feet**, which is **101%** of average through **May**, and equates to **96%** percent of system capacity.

Production Compliance: Under State Water Resources Control Board (SWRCB) Cease and Desist Order No. 2016-0016 (CDO), California American Water (Cal-Am) is allowed to produce no more than 3,376 AF of water from the Carmel River in WY 2023. Through **May**, using the CDO accounting method, Cal-Am has produced **914 AF** from the Carmel River (excluding **511 AF** of Table 13 and **65 AF** of Mal Paso.) In addition, under the Seaside Basin Decision, Cal-Am is allowed to produce 1,474 AF of water from the Coastal Subareas and 0 AF from the Laguna Seca Subarea of the Seaside Basin in WY 2023. Through **May**, Cal-Am has produced **1,387 AF** from the Seaside Groundwater Basin. Through **May**, **1,656 AF** of Carmel River Basin groundwater have been diverted for Seaside Basin injection; **0 AF** have been recovered for customer use, **511 AF** have been diverted under Table 13 water rights, and **2,675 AF** of Pure Water Monterey recovered. Cal-Am has produced **5,657 AF** for customer use from all sources through **May**. **Exhibit 38-B** shows production by source. Some of the values in this report may be revised in the future as Cal-Am finalizes their production values and monitoring data.

EXHIBITS**38-A** Water Supply Status: **June 1, 2023****38-B** Monthly Cal-Am production by source: WY 2023

EXHIBIT 38-A

**Monterey Peninsula Water Management District
Water Supply Status
June 1, 2023**

Factor	Oct – May 2023	Average To Date	Percent of Average	Oct – May 2022
Rainfall (Inches)	35.02	20.88	168%	12.82
Runoff (Acre-Feet)	204,132	66,371	308%	22,295
Storage⁵ (Acre-Feet)	31,750	30,720	103%	27,890

Notes:

1. Rainfall and runoff estimates are based on measurements at San Clemente Dam. Annual rainfall and runoff at Sleepy Hollow Weir average 21.22 inches and 67,246 acre-feet, respectively. Annual values are based on the water year that runs from October 1 to September 30 of the following calendar year. The rainfall and runoff averages at the Sleepy Hollow Weir site are based on records for the 1922-2022 and 1902-2022 periods respectively.
2. The rainfall and runoff totals are based on measurements through the dates referenced in the table.
3. Storage estimates refer to usable storage in the Monterey Peninsula Water Resources System (MPWRS) that includes surface water in Los Padres and San Clemente Reservoirs and ground water in the Carmel Valley Alluvial Aquifer and in the Coastal Subareas of the Seaside Groundwater Basin. The storage averages are end-of-month values and are based on records for the 1989-2022 period. The storage estimates are end-of-month values for the dates referenced in the table.
4. The maximum storage capacity for the MPWRS is currently 33,130 acre-feet.

Production vs. CDO and Adjudication to Date: WY 2023

(All values in Acre-Feet)

Year-to-Date Values	MPWRS					Water Projects and Rights				Water Projects and Rights Total
	Carmel River Basin ^{2, 6}	Seaside Groundwater Basin		Ajudication Compliance	MPWRS Total	ASR Recovery	PWM Recovery	Table 13 ⁷	Sand City ³	
		Coastal	Laguna Seca							
Target	1,755	1,515	0	1,515	3,270	0	2,335	0	200	2,535
Actual ⁴	914	1,314	73	1,387	2,301	0	2,675	511	104	3,290
Difference	841	201	-73	128	969	0	-340	-511	96	-755
WY 2022 Actual	2,684	490	81	571	3,255	0	2,609	68	101	2,779

1. This table is current through the date of this report.
2. For CDO compliance, ASR, Mal Paso, and Table 13 diversions are included in River production per State Board.
3. Sand City Desal, Table 13, and ASR recovery are also tracked as water resources projects.
4. To date, 1656 AF and 511 AF have been produced from the River for ASR and Table 13 respectively.
5. All values are rounded to the nearest Acre-Foot.
6. For CDO Tracking Purposes, ASR production for injection is capped at 600 AFY.
7. Table 13 diversions are reported under water rights but counted as production from the River for CDO tracking.

Monthly Production from all Sources for Customer Service: WY 2023

(All values in Acre-Feet)

	Carmel River Basin	Seaside Basin	ASR Recovery	PWM Recovery	Table 13	Sand City	Mal Paso	Total
Oct-22	269	105	0	405	0	20	7	805
Nov-22	221	87	0	334	0	27	9	677
Dec-22	189	38	0	359	20	9	9	624
Jan-23	110	38	0	340	102	14	9	613
Feb-23	3	37	0	436	91	0	8	575
Mar-23	69	170	0	499	101	1	8	848
Apr-23	28	289	0	302	98	7	7	731
May-23	24	624	0	0	101	26	9	783
Jun-23								
Jul-23								
Aug-23								
Sep-23								
Total	914	1,387	0	2,675	511	104	65	5,657
WY 2022	2,512	571	0	2,609	68	101	42	5,904

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

ITEM: INFORMATIONAL ITEM/STAFF REPORT

33. LETTERS RECEIVED

Meeting Date: June 20, 2023 **Budgeted:** N/A

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

Prepared By: Joel G. Pablo **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: N/A

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

A list of letters sent by and/or received by the Board Chair and/or General Manager between May 10, 2023 and June 13, 2023 is shown below.

The purpose of including a list of these letters in the Board packet is to inform the Board and interested citizens. Copies of the letters are available for public review at the District office. If a member of the public would like to receive a copy of any letter listed, please contact the District office. Reproduction costs will be charged. The letters can also be downloaded from the District’s website at www.mpwmd.net.

Author	Addressee	Date	Topic
Melodie Chrislock	Board of Directors and General Manager	May 11, 2023	Monterey Herald Response to Chesshire’s Op-Ed and Letter to the Editor <ul style="list-style-type: none"> Measure J by <i>Melodie Chrislock</i>
Melodie Chrislock	General Manager	May 16, 2023	<p style="text-align: center;"><u>Letters to the Editor</u></p> <p>Carmel Pine Cone</p> <ul style="list-style-type: none"> No Confusion on Measure J by <i>Melodie Chrislock</i> <p>Monterey Herald</p> <ul style="list-style-type: none"> Measure J by <i>Gary Kreeger</i> Water Rate by <i>Sylvia Shih</i> Water War by <i>Michael Baer</i>
Melodie Chrislock	Board of Directors and General Manager	May 18, 2023	<p style="text-align: center;"><u>Monterey Herald Letter</u></p> <ul style="list-style-type: none"> Measure J Clearly Written by <i>Susan Schiavone</i>

Joel Pablo

From: mwchrislock@redshift.com
Sent: Thursday, May 11, 2023 3:59 PM
To: Alvin Edwards; Amy Anderson; George Riley; Karen Paull; District 5; Marc Eisenhart; Ian Oglesby; Dave Stoldt; Joel Pablo
Subject: Herald Response to Chesshire

My answer to Ron Chesshire's op ed and letter to the editor.

Melodie Chrislock
Managing Director
PUBLIC WATER NOW
<http://www.publicwaternow.org>
mwchrislock@redshift.com
831 624-2282

Monterey Herald | May 9, 2023

Measure J

A recent letter to the editor claims Public Water Now (PWN) fooled people into voting for Measure J. Not true. I was PWN's communications director at the time. I spent endless hours explaining that Measure J was not just a feasibility study. Frankly, most voters didn't care, they just wanted to be rid of Cal Am and its pricey water.

When Measure J passed it became a law mandating that the Monterey Peninsula Water Management District proceed with a buyout of Cal Am if feasible. Feasibility was proven by expert consultants in 2019.

What's surprising today is that a few folks still want Cal Am in charge of our water. Why? Is this just misplaced anti-government ideology? Cal Am is investor-owned with a government guaranteed profit. It has no incentive to serve the public's interest or keep costs down.

Since Measure J passed in 2018, Cal Am has raised the cost of our water by \$26.4 million and they are currently asking for another \$15.3 million. We have no new water supply to show for any of this money.

Our new water supply from Pure Water Monterey was not Cal Am's doing and Cal Am delayed its expansion for three years trying to make a case for its expensive and unnecessary desal.

It was Monterey One Water and MPWMD, our public agencies, who provided the new water supply we urgently needed. Common sense would argue these are the folks you want in charge of your water, not Cal Am.

— *Melodie Chrislock, managing director, Public Water Now*

MONTERERY HERALD | May 3, 2023

YOUR OPINIONS

Measure J

We are all familiar with Lincoln's statement about politics. In the instance of Measure J it goes, "you only need to fool enough of the people one time, then you've got them hooked." I know what Measure J said and that's why I didn't vote for it. But what was sold to the voters, and it's still all over the Public Water Now website is, "let's do a feasibility study." That was the mantra, over and over, and that's what a great many of the voters believed they were voting for and nothing more. Unfortunately, they didn't read the rest of Measure J, and now are hooked into what may be a very long and costly exercise. There is a way out but those who were deceived need to awaken from the spell of the mantra.

— *Ron Chesshire, Monterey*



Guest Commentary

Reconsider Cal Am takeover

By Ron Chesshire

In 2018, Peninsula voters were asked a question on the ballot for Measure J. “Should the (Monterey Peninsula Water Management District) look into acquiring our local water company and if it is feasible, move forward?” Over time this has been misconstrued as a voter mandate to purchase the water company no matter how long it takes, or how much it costs. “Feasibility” is in the eye of the beholder and the public has not had a vote as to whether it is feasible or not. Measure J can be amended by a vote of the people and that may come into play if the MPWMD continues to play games with our money and future.

The MPWMD has taken a damned the torpedoes, full steam ahead attitude. They tried to avoid complying with CEQA. They stated they did not need approval from the Local Agency Formation Commission. Upon application to LAFCO they were denied. No approval means no authority to move forward. Note — LAFCO evaluated the District’s financial planning and found it “does not ad-

LAFCO has determined that the MPWMD has no authority to operate a water system, yet the District is now suing them at our expense. This is irresponsible and shows no respect for the process or the ratepayers.

The MPWMD has a “Measure J” section on their website. One criterion they list for moving forward is it must be “legally permissible.” At present, they do not have approval and it is not. You will also find that they expected to move forward making Cal Am an offer in August or September of 2020. It appears that what they once thought was “feasible” may no longer be from a legal, budget or timeline perspective. Voters who voted for Measure J were told it would be quick, easy, and would lower costs. However, the MPWMD admits they could spend up to \$20 million and not succeed. Again, Measure J clearly stated that it was to explore the “feasibility” of a takeover, not rush straight to an unsubstantiated buyout spectacle as seen at the April 3 meeting. Inquiring minds would be suspect of the April 3 presentation which seemed to be all to conveniently arranged after the Coastal Commission hearing

Lower monthly bills are appealing to everyone, and that is likely why voters supported the Measure. But all we have 4 ½ years later is lawsuits, delays, and local government agencies rejecting the idea. At a minimum, MPWMD should put this effort on hold until they have the necessary local approvals to move forward. Many of us would like them to go further and reconsider the feasibility of their attempt. It is time for the District to stop wasting public funds. Cal Am is not for sale and a battle is brewing. California American Water will resist the use of eminent domain as other companies have and it is within legal possibility that they can win. Not all condemnation cases are “slam dunks” as MPWMD would have you believe and the Apple Valley case is one which has been presented where the Private Water Purveyor won out over the Public Entity. So why continue this takeover? This all makes for a distraction from the positive efforts that have been made in ASR, water reuse, and desalination to solve our ongoing water crisis. One may ask, “is it time to amend Measure J?”

Joel Pablo

From: mwchrislock@redshift.com
Sent: Tuesday, May 16, 2023 10:27 AM
To: Joel Pablo
Subject: Letters to the Editor

Carmel Pine Cone | May 12, 2023

No Confusion on Measure J

Ron Chesshire may be confused about Measure J, but most Cal Am customers are not. All you need do is look at your water bill to know Cal Am must go.

I was the communications director for Public Water Now during the Measure J campaign. I spent endless hours explaining that Measure J was not just a feasibility study as some attempts before it had been. Frankly, most voters didn't care, they just wanted to be rid of Cal Am and its pricey water.

The official Voter Guide was quite clear. It read, "A "Yes" vote is a vote to approve mandating that the Monterey Peninsula Water Management District establish a policy of public ownership of water systems by acquiring those systems, if feasible, currently owned and operated by Cal Am, through negotiation or eminent domain, and thereafter control the assets and manage the system."

When Measure J passed it became a law mandating that the Monterey Peninsula Water Management District (MPWMD) proceed with a buyout of Cal Am if feasible. Feasibility was proven by expert consultants in 2019.

Buying Cal Am's local system through eminent domain is well worth the risk. The legal fees pale in comparison to what Cal Am continues to add to the cost of our water. In the four years since Measure J passed, Cal Am has raised the cost of our water by \$26.4 million and they are currently asking for another \$15.3 million.

Cal Am is investor-owned with a government guaranteed profit. It has no incentive to serve the public's interest or keep costs down.

Why does Ron Chesshire want Cal Am in control of our water? What does he hope to accomplish by falsely accusing Public Water Now of deceiving the public? Does he really think he can convince thousands of voters to amend Measure J and vote for Cal Am? Good luck with that.

Melodie Chrislock

Director, Public Water Now

Monterey Herald | May 6, 2023

Measure J

The recent letter about voters being ignorant of the contents of Measure J is condescending and insulting. Voters overwhelmingly supported Measure J because we are tired of our water being controlled by a private, for profit company. Cal Am's first priority is to their shareholders. That's their fiduciary responsibility. That doesn't mean the people of Monterey Bay have to accept that reality and in voting for Measure J we rejected it thoroughly.

— Gary Kreeger, Del Rey Oaks

MONTEREY HERALD | APRIL 30 2023

Water rate

I am thankful for the even-handed and clear reporting by Dennis L. Taylor on April 26 concerning the request to increase water rate by Cal Am. It is a great report, I learned more by reading it than being there.

The ratepayers lined up to speak against the rate increases, describing so many personal woes and criticism of the performance of Cal Am. Yes, the mood there could send Cal Am packing.

I heard about Cal Am's customer assistance program. Yet, I did not know the percentage of assistance being higher than other Cal Am service areas (30% vs 20%) nor the further increase to 35% that is being asked.

Well, I tell myself, had Cal Am not charged the highest rate in the nation, maybe there would be little or no need to have customer assistance. All customers could pay the bill. That would be better for all than giving Cal Am a reason to raise the rate and pretend to be a good Samaritan.

— Sylvia Shih, Monterey County

MC Weekly | April 20, 2023

Water War

Thanks for writing this (“After months of delay, Cal Am signs water purchase agreement for Pure Water Monterey expansion,” posted April 7). The Peninsula was actually waiting for years for Cal Am to sign the agreement, because the expansion took many months to get approved by the California Public Utilities Commission (CPUC) before Cal Am delayed the signing for many months thereafter.

That is why the public buyout offer of Cal Am is so important. It’s not just Cal Am, it’s the two-headed monster that includes the CPUC. If the [Monterey Peninsula Water Management District] runs the water distributorship, the CPUC disappears from the ratemaking and regulating that they do so spectacularly poorly.

Michael Baer | Santa Clara County

Joel Pablo

From: mwchrislock@redshift.com
Sent: Thursday, May 18, 2023 12:15 PM
To: Alvin Edwards; Amy Anderson; George Riley; Karen Paull; District 5; Marc Eisenhart; Ian Oglesby; Dave Stoldt; Joel Pablo
Subject: Herald Letter - Susan Schiavone

Monterey Herald | May 17, 2023

Measure J Clearly Written

How do we know, as suggested by a recent letter to the editor, that a great many voters for Measure J thought they were only voting for a feasibility study? This is pure conjecture. Measure J stated that a feasibility study would show if it would be financially feasible to go ahead and buy the system, and if it was too expensive, it would stop there. And the feasibility study showed it was not too expensive. That was always the goal, the study was a safeguard against a buyout at a prohibitive cost. If it was too high, don't buy. The only way to find out was to do the study first. This was repeatedly stated in all Public Water Now campaign literature. Voters clearly wanted MPWMD to buy the system and become a public water agency, removing the profit motive from our local water service. Several town hall meetings were held to discuss this, and also presented information on other water systems that bought out private suppliers and how they accomplished it.

Further, it is pretty hard to be fooled by the official Voter Guide which said, "A "Yes" vote is a vote to approve mandating that the Monterey Peninsula Water Management District establish a policy of public ownership of water systems by acquiring those systems, if feasible, currently owned and operated by Cal Am, through negotiation or eminent domain, and thereafter control the assets and manage the system." Those of us who actually worked on the campaign were clear in our communication to potential voters that this was about acquiring the system. Attempts to deny the integrity of the election are deeply disturbing and simply not true.

Susan Schiavone, Seaside