

NOTICE & AGENDA



Personnel Committee Meeting September 7, 2022, 10:30 a.m.

In-Person: Bales Board Room
Virtually: <https://us02web.zoom.us/j/87163237066>

Meeting ID: 871 6323 7066

Please see meeting information notice at the end of this agenda for more details.

Call to Order

Roll Call & Establishment of Quorum

Committee Chair: Carrie Theis, City of Carmel-by-the-Sea
Board Chair: Jason Campbell, City of Seaside
Board Vice Chair: Jerry Blackwelder, City of Sand City
Directors: Dan Albert, City of Monterey

Public Communications

Anyone wishing to address the Board on matters not appearing on the agenda may do so now. Please limit comments to a maximum of three (3) minutes. The public may comment on any other matter listed on the agenda at the time the matter is being considered by the Board. For information about submitting public comments in writing in advance of the meeting, please see the Meeting Information section of this agenda.

Discussion/Action

1. Personnel Committee Purpose, Responsibilities and Draft Bylaws

Recommendation: Staff request that the Committee support Board approval authorizing the approval of the Personnel Committee Purpose, Responsibilities and Draft Bylaws and that it be placed on the Consent Agenda.

2. Discuss ReGen Monterey Transparency: Current Certificate of Transparency & Option to Add Website Content to include Video/Audio Recordings and Board Polices”

Recommendation: Provide Direction to Staff

3. Review Leadership Development Proposal by Frew and Associates

Recommendation: Staff request that the Committee support Board approval authorizing the General Manager to execute the agreement for Leadership Development Proposal by Frew and Associates

4. Review Draft Microgrid Co-Op Agreement between Monterey One Water and ReGen Monterey

Recommendation: Staff request that the Committee support recommendation for Board approval

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5. General Manager Communications

Closed Session

As permitted by Government Code Section 54956 et seq., the Board may adjourn to a closed session to consider specific matters dealing with litigation, certain personnel matters, real property negotiations or to confer with the ReGen Monterey's Meyers-Milias-Brown Act representative.

1. Conference with Labor Negotiators
District Negotiators: Felipe Melchor, Helen Rodriguez and Berta Torres
Employee Organizations: Operating Engineers

Return to Open Session

Please note: A report out and announcement concerning the closed session will be provided. Anyone requesting a report out of closed session items may contact the board clerk.

Adjournment

Next Meeting Date: October 5, 2022

MEETING INFORMATION

Regular Meeting Notice:

Please Note: This meeting will be held as a regular in-person meeting. All attendees other than previously cleared Committee Members and Staff will be required to provide proof of vaccination or a negative test within 72 hours or wear a mask at this in-person meeting.

To join the Zoom webinar: Click on this link: <https://us02web.zoom.us/j/87163237066> copy/paste the link into your browser, or type the link into your browser. If your computer does not have audio, you will also need to join the meeting via phone. To participate via phone, please call: 1-669-900-9128; Meeting ID: 871 6323 7066

Public Comments: If you are unable to participate virtually or via telephone, you may also submit your comments by e-mailing the board clerk at IGonzales@ReGenMonterey.org with one of the following subject lines "Public Comment Item #" (insert the item number relevant to your comment) or "Public Comment - Non Agenda Item". Comments must be received by 4 p.m. on the day prior to the scheduled meeting. All submitted comments will be provided to the Board and may be read into the record or compiled as part of the record.

Posting Information

This agenda was posted at the ReGen Monterey administrative offices at 14201 Del Monte Blvd, Salinas, CA, 93908. The agenda, including staff reports and additional information regarding these items, are available on our website at ReGenMonterey.org and our administrative office during regular business hours (additional fee may apply for copying).

This agenda is subject to revision and may be amended prior to the scheduled meeting. If amended, a final agenda will be reposted.

**Accessibility**

All meetings are open to the public. ReGen Monterey does not discriminate against persons with disabilities and the boardroom is wheelchair accessible. In compliance with the Americans Disabilities Act, if you need special assistance to participate, please contact Board Clerk, Ida Gonzales at 831-384-5313 or email IGonzales@ReGenMonterey.org. Notification 48 hours prior to the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible. Recordings of meetings can be provided upon request.

ReGen Monterey

PERSONNEL COMMITTEE BYLAWS

ARTICLE I: PURPOSE

The purpose of the Personnel Committee (“Committee”) is to advise the Board of Directors (“Board”) and staff of the ReGen Monterey (“District”) on matters relating to employment oversight for the organization.

ARTICLE II: STRUCTURE

The Committee shall constitute a standing committee of the District and shall meet until otherwise directed by the Board. The Committee’s subject matter jurisdiction is limited to matters expressed herein, together with all matters necessarily incidental thereto. Except as otherwise expressly provided in these bylaws or by resolution of the Board, the Committee does not make binding decisions on those matters; rather, the Committee makes recommendations to the Board.

ARTICLE III: OFFICERS

1. Officers of the Committee shall consist of a Chair and Vice Chair, which shall be selected from the members of the Committee and elected by a majority vote of the members present.
2. Election of the officers shall take place annually at the time of the first Committee meeting following the annual election of Board Officers.
3. The Vice Chair shall assume the role of Chair in the event the Chair is absent.
4. If a vacancy of the Chair or Vice-Chair occurs, it shall be filled by election at the next regularly scheduled committee meeting.

ARTICLE IV: MEMBERS

1. The Committee shall be comprised of three Directors from the Board.
2. Membership shall be for a term of one year.
3. At the Board’s meeting following election of Board Officers, the Chair will invite Board members to participate or may appoint members to serve on the Committee for the following year and shall make a new appointment when a vacancy occurs on the Committee.
4. Three successive absences of a member without notifying the Committee shall be cause for the member to be removed from the Committee.

ARTICLE V: MEETINGS

1. The Committee shall comply with all applicable laws, including the Ralph M. Brown Act.
2. Committee meetings shall be held monthly on the first Wednesday of the month at a location and time established by the Committee and noticed on meeting agendas. Any future regular meeting of the Committee may be moved if approved by a majority of the members present at a regular meeting.
3. The Chair or Vice Chair may call a special meeting of the Committee after proper notification.
4. A majority of the members of the Committee constitutes a quorum of the Committee.
5. Any decision of the Committee and/or recommendation to the Board shall require a majority vote by the members present for passage.

6. Every member shall have one vote.
7. Meetings shall be open to the public and members of other governmental agencies. Visitors may express their opinions or make requests during public comment.
8. All meetings shall be conducted pursuant to *Rosenberg's Rules of Order*.
9. Minutes shall be taken at every meeting and shall be considered for approval at the next meeting.

ARTICLE VI: RESPONSIBILITIES

1. The Committee shall review, consider, and make a recommendation to the Board regarding the following
 - a. Employee wages and benefits
 - b. Level of Staffing
 - c. Labor negotiations and Memorandum of Understandings
 - d. General Manager evaluation
 - e. Updates to the District's Conflict of Interest Code as needed
 - f. Other administrative, employment and personnel matter review as needed

ARTICLE VII: ADMINISTRATION

1. District staff shall prepare the agenda for each regular and special meetings of the Committee.
2. These Bylaws shall be reviewed annually for recommended updates or more often if requested by the Committee and/or the Board.

MEMO



Item #: 3

Meeting Date: September 7, 2022

To: Personnel Committee
From: Director of Finance and Administration, Helen Rodriguez
Approved by: General Manager, Felipe Melchor

Subject: Leadership Development Proposal by Frew and Associates

Recommendation

Staff request that the Committee support Board approval authorizing the General Manager to execute the agreement with Frew and Associates for leadership development.

Background

ReGen Monterey has gone thru some major changes with a new general manager, director of operations, director of finance and administration and internal promotions to supervisor and managerial positions in the past seven months. Additionally, the Board recently approved and adopted a strategic plan through 2030.

Discussion

With the change in leadership and as part of the strategic plan priorities, the staff has reviewed two proposals for leadership development. The training will foster better alignment, cohesiveness, and promote the three strategic priorities of engagement, stewardship, and innovation to enable the leadership and management of ReGen Monterey to meet its goals. Staff met with two leadership development training providers and unanimously agree that the approach to be taken by Frew and Associates would better prepare the team for sustainable high performance as individuals and as a team member, alignment, and be more effective in decision making and responsibilities.

Financial Impact

Funds for leadership development are included the current approved budget for FY 2022-2023 and will have no additional impact to the current year budget.

Conclusion

Therefore, staff request that the Committee support Board approval authorizing the general manager to execute the agreement with Frew and Associates for leadership development in an amount not to exceed \$50,000.

Attachments:

Frew and Associates Agreement

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Aug 12, 2022

Dr. Barry Frew, Founder & CEO, Monterey California
(831) 372-3932, barry@frewassociates.com

Professional Development Proposal to the Regen Team

We have modified this proposal to adjust to a request from Helen Rodriguez and Berta Torres during a phone conversation on August 9th. This proposal supersedes the proposal dated July 22, 2022. The request was to include 24 participants vs. the 15 participants and to accommodate the new number of participants and maintain operational schedule requirements they will be placed into 2 parallel cohorts. The cohorts will have a 9 AM to 12 PM session followed by the other cohort from 1 PM to 4 PM. If ReGen could support shared lunches for the two cohorts to share it would go a long way toward building trust and alignment early on.

The proposal numbers were modified by an increase in assessment costs, and the 1:1 session hour to accommodate the 9 additional people. The ½ day learning sessions were also adjusted upward to account for an additional set of 6 half-day sessions of the same material. The amount of consulting was severely cut back and eliminated succession plan, alignment of core competencies to the strategic plan, individual development plans, and a strategy for leveraging hi potential employees which should move into and be budgeted for phase 2.

We want to, once again, thank you for spending time with us on July 7th to explain the development environment you would like to create at ReGen. We appreciated everyone's time and sharing of your perspectives. We merged what we heard, with your draft strategic plan, your current organizational chart, your current manager's core competencies, and our expertise and experience to generate a proposed framework. If you have questions or want to make modifications, we are available and flexible to address any improvements for you.

We propose to form a development partnership between ReGen and Frew & Associates. One in which we share the work to prepare your people for sustainable high performance as individuals who are also part of teams that function increasingly more effectively as teams and align themselves so that the organization also grows increasingly more effective. It will always be your responsibility and therefore your choices, but we can provide an important perspective to enhance your decisions.

The development process ideally covers recruiting efforts, hiring decisions, personal and professional growth, competency management, learning management, performance management, managing out, high-potential management, succession strategies, and cultural stewardship. Individual and team development strategies and plans help to integrate and align organizational efforts and reduce the time and investment necessary to make significant outcomes and provide very meaningful and long-term dividends from the investment made in your people. Strategically investing in your human capital capacity returns higher productivity and more effective innovation. Typical tools to help refine these processes include

assessments, performance evaluations, individual development plans, learning and development programs, and coaching engagements.

It is not wrong to consider this a training effort, but we view it as much more than training. It is also not wrong to consider it a leadership development effort. As important as leadership is, we view it as involving much more than just leadership. Often, leadership, management, and supervision are confused with one another. Management is more about aligning resources to achieve some tasks, we manage things. Leadership is about inspiring people. Leadership is different from management and supervision, but good leaders do all three. And good managers and supervisors demonstrate and take leadership actions routinely. Although leadership is not related to function, title, or role, some titles and roles have an expectation of leadership included for them to be successful. Leadership, from our perspective, is an action verb and can be accomplished by anyone in an organization, at any time, and from any position. It needs to be accomplished in all four directions: inward, sideways, upward, AND downward to be situationally adaptive and effective in many differing circumstances, and having access to only one “style” cannot work in the long run.

We understand that results come from behaviors and that behaviors are rooted in our thinking, our values, and our beliefs. Therefore, to develop different results from different behaviors, we believe we need to change what we value, change how we think, or change what we believe to make the new behaviors stick.

We propose that we get started with some foundational learning opportunities focused on the leadership team, management team, and supervisors. In parallel, we use what we discover in those events to formulate long-term strategies and plans for ongoing development efforts.

Given the history of professional development at MWRMD and the aspirations you communicate in your new ReGen strategic plan, we recommend you include learning events that:

- Focus on individual first and move outward into social and teaming relationships
- Provide an initial assessment of thinking preferences to be followed by additional assessments regarding personality, strengths, social preferences, resiliency, or leadership preferences in subsequent development events (as deemed appropriate and useful)
- Focus on building a level of trust and transparency to enhance each follow-on development event as well as, contributing a trust dividend for improving speed, reducing cost, and improving the quality of getting work accomplished, and in addition, making strides toward the culture you aspire to have for ReGen.
- Integrate classroom learning events with learning on the job, and build facilitated round table events, celebrations, and summits that encourage rich open dialog and institutional messaging into the development plan.
- Provide coaching and mentoring between learning events from seasoned experienced coaches/mentors.
- Use development events to inform financial allocations, strategic modifications, and innovation efforts, and for tackling complex problems or issues.

We want to ensure that the development plan is tightly linked to the 2022 Strategic Plan and that the core values are not only practiced in our partnership work but that the development program provides a way to refine and deepen our individual and collective understanding of what the core values are and how they should manifest themselves in the work and the culture. We want our learning experiences to accelerate and leverage the impact of practicing the core values of teamwork, respect, accountability, integrity, transparency, and stewardship.

We want to ensure that the development program accelerates each of the three strategic priorities of engagement, stewardship, and innovation to enable the ReGen team to meet and exceed its goals.

We think a multi-phase partnership with the flexibility to adapt your approach to establishing an ongoing and sustainable development program without adding large expenses and staff to its development and operation gives you the most chance of success.

ReGen Professional Development Proposal

Phase 1

- Focuses on the development of management/leadership teams and supervisors.
- Begins a journey of deeper self-awareness and awareness of others' preferences. Provides an assessment that identifies individual thinking preferences and the implications for collective groups, teams, and ReGen in total.
- Explores the linkages between thinking, emotions, beliefs, and behaviors. Generates a deeper understanding of the relationship between emotions and intellectual choice behaviors. Explores how being calm and resilient leads to higher quality thinking and more effective communication and leads to building deeper insights.
- Explores a model for the ongoing leadership framework to be applied going forward in the development of team members. Combining a purpose greater than self, with high ethics, and many proficiencies in many skills including emotional, intellectual, communication, and the power of reflection.
- Learning to lead in all 4 directions: inward, upward, sideways, and downward.
- Explores and understands more deeply how change is led, managed, and dealt with more effectively and with less trauma and negative drag and friction on organizational performance and relationships.
- Explores and understands more deeply how creating a high trust culture provides a dividend of faster speed and lower costs. If trust is low, speed goes down and costs go up. In addition, relationships suffer, stress goes up and innovation disappears in low-trust environments.

- Begins a 1:1 coaching relationship between each of the months to better understand and apply the content to personal and professional challenges experienced among teammates. Helping leaders to understand and leverage strengths while making weaknesses irrelevant. Helping individuals to generate breakthrough thinking and behaviors by removing thinking and beliefs that hold them back.
- Seizes opportunities to execute phase 1 plan more effectively or later phase plans earlier. Once started we can add learning topics, remove learning topics, or swap out topics to your best advantage.
- If the team wants to expand learning opportunities or modify the pace, length, or content at any point, we can redesign for greater impact at that point.

Each task will be conducted by the same highly qualified and well-experienced facilitators/consultants, none of it will be contracted out or sublet. This allows for a more rapid and deeper understanding of your work and your people. In-person classroom settings to occur in your board room and are between 2 and 4 hours each that will flex around your schedule availability, workload demands, and local COVID protocols, and makes it easier and less time and effort to conduct sessions.

We intend to provide custom-designed learning experiences that are higher quality, more relevant, more flexible, and more importantly, produce a higher return on your investment than large companies that focus on providing off-the-shelf training courses.

You can expect a different and deeper learning experience in this program. This is not an immersive learning program, but we will strive to attain the same deep and long-lasting result of immersive learning programs by integrating learning, reflection, and coaching; by sequencing topics to more effectively build on earlier learning; and by application of the learning to actual work situations.

Example calendar for Phase 1

- Sessions 1 & 2 (6 hours during month 1 week 1 for each cohort) – Deep whole-person introductions; explores the linkages between thinking, beliefs, and behaviors; generates a deeper understanding of the relationship between emotions and intellect, making behavioral choices; explores how being calm and resilient leads to higher quality thinking and more effective communication and leads to making higher impact insights. Also provides an assessment of each participant's thinking preferences.
- Coaching session 1:1's for each of the 24 participants
- Sessions 3 & 4 (6 hours during month 2 week 1 for each cohort) – Impact of trust on people, groups, teams, and organizations. Explore the nature of change and how to lead, manage and deal with it more effectively.

- Coaching session 1:1's for each participant
- Session 5 (3 hours during month 3 for each cohort) – Understanding high-performance teams.
- Coaching session 1:1's for each of the 24 participants
- Session 6 (3 hours during month 4 for each cohort) – Exploring critical mindsets adjustments for critical mass, appreciative inquiry, and interdependency.

Phase 1 estimated costs (schedule TBD). (Billed monthly after delivery)		
6 (½-day learning sessions) for each of 2 cohorts of 12 9AM to 12PM & 1PM to 4PM	\$ 31,000	
Three 1-hour coaching sessions for up to 24 Participants	\$ 12,960	
Consulting/design between sessions (9X150/hour)	\$ 1,350	
Thinking Intention Profile Assessments For 24 participants	<u>\$ 4,560</u>	
Total Phase 1		<u>\$ 49,870</u>

Additional phases should take deeper dives into potential topics like building a discipline of inquiry, health & wellness, resiliency, intellectual agility, listening from an intent to understand and value, seeking and minimizing risk, deep dive into interdependency, seeking and leveraging positive conflict for improved outcomes, building high engagement cultures, building learning cultures, and building and leveraging innovation without sacrificing operations and safety. Emerging topics and issues could also be the focus of later phases of learning sessions.

We know we are not the only team being considered. We are excited about the potential opportunity to join you on this journey and look forward to any questions you may have regarding this proposal, our process, or how our value proposition stacks up with competitors.

Submitted by: Dr. Barry Frew, CEO, Frew & Associates

Accepted by: _____
Felipe Melchor, General Manager

About Frew & Associates

The business was started in 2002 and has been providing professional and organizational development programs nationwide for 20 years. Our clients include many private sector and public sector organizations. A partial list can be seen at <http://www.frewassociates.com/about/clients/>. A few of the testimonial statements from past clients can be seen at <http://www.frewassociates.com/about/testimonials/>.

In 2021, Frew & Associates was chosen to represent, design, and deliver the Leadership Carmel program, a 9-month professional development program. This program is the first part of our intention to migrate from a nationally focused professional development corporation to a locally focused corporation. In addition, we won the follow-on contract for 2022.

Client references are provided upon request.

About Dr. Barry Frew, co-founder, and CEO

Barry was a career Naval Officer. He enlisted first, served in combat in Vietnam, was on the primary recovery ship USS Hornet for Apollo 11, and was commissioned mid-career. After retirement, he had several different roles at the Naval Postgraduate School (NPS). He was a tenured professor, the Chief Information Officer, and Dean of Information Services, and founded and led a critically acclaimed Center for Executive Education center for the US Navy. The Center focused on providing mindset-shifting experiences for Naval Admirals, Department of Defense Generals as well as Senior Executive Civilians for the Chief of Naval Operations. He also designed innovation courses for the Secretary of the Navy. Dr. Frew's programs were critically acclaimed for changing the culture of the US Navy.

He founded Frew & Associates in 2002 upon retirement from a tenured position at NPS. Barry has also taught leadership and change topics for CSUMB's professional development programs and is the current co-director for Leadership Carmel's flagship 9-month development program. Barry has written chapters in Pfeiffer, Leadership Development Books Edited by Jim Bolt, written pieces for CIO and CEO magazines, and gives keynote talks at national conferences. Dr. Frew's process and results in the learning and development world were highlighted by Fast Company and New York Lawyer magazine articles.

About Jeanne Frew, co-founder

Jeanne's experience broadly covers highly technical to senior leadership and professional development roles with an emphasis on leadership and leading and managing change. This experience has occurred in public, private, non-profit, and educational settings.

Ms. Frew led a military organization as the senior civilian (Technical Director). She provided leadership, change management, strategic thinking, policy development, long-range planning in all aspects of the business, human capital management, and fiscal oversight in a

rapidly changing unpredictable environment. Ms. Frew has been successful in getting organizations to achieve organizational alignment and transformational leadership.

Since joining Frew & Associates in 2005, Ms. Frew has designed, developed, and delivered professional development learning events, programs, and coaching. In addition, she assists in the development of professional development content and is certified/licensed in several assessments. She also provides operational and logistical support for F&A and the learning events, coaching, and consulting for our clients. Jeanne is currently co-director for Leadership Carmel's flagship 9-month development program.

**INTERAGENCY COOPERATION AGREEMENT
REGARDING THE MONTEREY MICROGRID AND
RENEWABLE ENERGY PROJECTS**

THIS INTERAGENCY COOPERATION AGREEMENT (“ICA”) is made and entered into this ____ day of _____, 2022 by and between Monterey One Water, a joint powers agency (“M1W”) and the Monterey Regional Waste Management District, joint powers agency (“MRWMD”) (each individually a “Party” and collectively the “Parties”).

RECITALS

A. M1W and MRWMD, respectively, own and operate waste management and wastewater treatment systems which includes facilities to provide waste disposal and recycling services and wastewater treatment and reclaimed water to wholesale and retail customers in the Monterey Region.

B. M1W and MRWMD wish to consider the development of the Monterey Microgrid Project (“Project”) which is currently anticipated to including joining M1W’s regional wastewater treatment and water production facilities electrical loads (power demand) with MRWMD’s and M1W’s renewable energy generation (power supply).

C. M1W and MRWMD wish to prepare and develop a feasibility study (“Study”) to study microgrid alternatives and develop a Preliminary Front End Engineering Design (“Pre-FEED”) to the ten percent (10%) design level for the Project. The Study further evaluate the best and highest use of all organic feedstocks (both wet and dry), biogas, biosolids, and waste byproducts and to consider other potential sources of renewable energy such as wind and solar energy installations and potential energy storage approaches to be developed which will augment the economic justification and viability of island microgrid alternatives as an optional element to the Project. These align with the resiliency, sustainability, and environmental benefit goals of the joint agency partnership.

D. M1W and MRWMD wish to execute this ICA to outline their respective roles and responsibilities in the joint development of the Study and potential future steps towards development and implementation of the Project.

TERMS

NOW, THEREFORE, the Parties, in consideration of the mutual promises set forth in this ICA, agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true, correct, and incorporated herein.

2. Elements of the Study. The Study shall be conducted by a consultant procured as set forth in Section 5 which shall assist the Parties in determining whether and how to proceed

with the Project. The Study shall include the following elements and others as agreed to by the Parties:

2.1 Assess the development of a microgrid will combine both the electrical generation and electrical uses of M1W's and MRWMD's public works facilities in a synchronized, integrated network of power generation sources, medium voltage power distribution infrastructure, and various power uses and provide both Parties with 'islanding' and 'black start' functionality in the event of a utility grid power outage;

2.2 Evaluate the best and highest use of all organic feedstocks (both wet and dry), biogas, biosolids, and waste byproducts;

2.3 Consider other potential sources of renewable energy for the Project such as wind and solar energy installations and potential energy storage approaches to be developed which will augment the economic justification and viability of island microgrid alternatives as an optional element to the Project;

2.4 Consider alternatives (either behind or in front of the meter) of an island microgrid system that will serve the needs of the Parties and possibly select other users;

2.5 Develop the Pre-FEED and other deliverables as determined by the Parties.

3. Process for Development of the Study. The Parties shall cooperatively develop, manage, and oversee the development of the Study subject the specific terms of this Section.

3.1 The Study shall be developed by a consultant ("**Consultant**") retained by the Parties and procured as set forth in Section 5. The Parties shall cooperatively clarify the Project's scope, goals, and constraints as needed.

3.2 The Parties shall cooperatively work in performance of the Study, including (i) scheduling and conducting project kick-off meetings, site visits and tours, (ii) providing site access for third parties as necessary, (iii) reviewing and preparing meeting agendas, meeting minutes and notes, and other relevant documents, and (iv) scheduling, preparing for, and participating in periodic Board of Directors or ad hoc committee meetings of each Party as necessary or advisable.

3.3 The Parties shall identify and provide all data needs for daily operations of their respective facilities and potential alterations to operations during emergency events related to the Project, such as critical loads needed in an outage and any additional loads expected to provide critical or emergency services.

3.4 The Parties shall reasonably assist the development of or provide existing site infrastructure information and loads: electric; natural gas; and biogas production as requested for the Study.

3.5 The Parties shall support conducting site visits to assess design constraints, assessment of monitoring, communications, and control equipment required for operations at the Project.

3.6 The Parties shall allow access to files and information contained at the other for the purposes of helping perform the Study.

3.7 Each Party shall provide necessary staff and resources to complete the Study.

4. Coordination. M1W's Director of Microgrid and Renewable Energy ("**Director**") shall be the primary staff person responsible for overseeing the Study and Project. The Director shall be an employee of M1W but shall coordinate all necessary decisions for the Study with each Party. The Director shall be the primary communicator to and manager for the Consultant.

5. Selection of Consultants.

5.1 Selection of Procurement Consultant. The Parties shall jointly issue the request for proposals and award any agreement with the Consultant. Selection of the Consultant shall be performed in accordance with each Party's procurement procedures. The Director shall work with each party's staff to determine what requirements will be necessary for the specific situation involved.

5.2 Form of Contracts. The form of the agreement for the Consultant shall be the standard template utilized by MRWMD with reasonable edits determined by the Parties.

6. Sharing of Costs. The Consultant's costs shall be shared equally by the Parties. The Director shall be responsible for reviewing and paying any invoices. The Director shall provide a monthly report of paid invoices to the General Managers for the Parties. MRWMD shall reimburse M1W for such costs within **XX** days of the date of the invoice. The Parties shall develop appropriate accounting and auditing procedures to track all Study costs and invoices.

7. Future Coordination of Efforts. Upon completion of the Study, the Parties shall discuss potential future necessary efforts for the Project, which shall include the potential development of a new joint powers agency between the Parties.

8. Not a Commitment to Proceed with Project. Nothing in this ICA shall be construed or interpreted to constitute a commitment by any Party beyond the completion of the Study.

9. Term and Termination. This ICA shall become effective as of the date it is executed by the last of the Parties, and shall continue in full force and effect until the Study is completed or it is terminated as provided herein. Either Party may terminate this ICA by giving written notice of intent to terminate thirty (30) calendar days prior to the date of proposed termination. If either Party terminates before completion of the Study, the Parties shall each be responsible for their proportionate share of the consultant costs expended up to the date the notice of intent to terminate is received, including such future costs as cannot be reasonably canceled upon receipt of the notice of intent to terminate. Termination by either Party shall not terminate the Party's right to access

any consultant work product or records provided through the date of termination, or the defense and indemnification obligations set forth in Section 10.

10. Mutual Indemnification. Each Party hereby agrees to indemnify, defend, assume all liability for, and hold harmless the other Party and their officers, employees, agents, and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs, and expenses (including without limitation any fines, penalties, judgments, actual litigation expenses, and attorneys' fees), and/or personal injuries or death to any persons (collectively, "**Claims**"), arising out of or in any way connected to the willful misconduct or the proportionate share of negligence of that Party or its officers, agents, or employees in connection with or arising from any of the activities under this ICA. This section incorporates a comparative negligence standard.

11. No Waiver. The waiver by any Party of any breach or violation of any requirement of this ICA shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this ICA.

12. Notices. Any notice or other communication ("**Notice**") which any Party may desire to give to the other Party under this ICA must be in writing and may be given by any commercially acceptable means, including via first class certified mail, personal delivery, or overnight courier, to the Party to whom the Notice is directed, at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice. Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

M1W [insert])

MRWMD: [insert]

13. Interpretation; Venue.

13.1 Interpretation. The headings used herein are for reference only. The terms of the ICA are set out in the text under the headings. This ICA shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

13.2 Venue. This ICA is made in Monterey County, California. The venue for any legal action in state court filed by any Party to this ICA for the purpose of interpreting or enforcing any provision of this ICA shall be in the Superior Court of California, County of Monterey. The venue for any legal action in federal court filed by any Party to this ICA for the purpose of interpreting or enforcing any provision of this ICA lying within the jurisdiction of the federal courts shall be the Northern District of California.

14. Oversight of Director. M1W will satisfy all employment-related obligations arising out of its employment relationship with Director, including the payment of wages, withholding and payment of all applicable taxes, and the provision of benefits (both pursuant to M1W policy and as required by applicable law).

15. Third-Party Beneficiaries. Nothing contained in this ICA shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

16. Severability. If any provision of this ICA, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this ICA.

17. Amendment of ICA. This ICA may be amended at any time by mutual agreement of the Parties. Any amendment shall be in writing and signed by all Parties.

18. Entirety of Contract. This ICA constitutes the entire agreement between the Parties relating to the subject of this ICA and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this ICA was executed by the parties hereto as of the date first above written.

MONTEREY ONE WATER

By: _____
General Manager

MONTEREY REGIONAL WASTE
MANAGEMENT DISTRICT

By: _____
General Manager

DRAFT