

R JUL 31 1997
E C E I V E D

EXHIBIT 9-F

AGREEMENT BETWEEN THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND
CALIFORNIA-AMERICAN WATER COMPANY

FOR REIMBURSEMENT OF EXPENSES FOR REVIEW AND PROCESSING
OF CALIFORNIA-AMERICAN WATER COMPANY'S APPLICATION
TO AMEND ITS WATER DISTRIBUTION SYSTEM PERMIT TO ADD THE
CARMEL RIVER DAM PROJECT

THIS AGREEMENT is entered into on July 31, 1997, by and between California-American Water Company, hereinafter called "Cal-Am", and the Monterey Peninsula Water Management District, hereinafter called "MPWMD" or "District".

1.0 PURPOSE

This Agreement documents the obligation of Cal-Am to reimburse MPWMD for expenses necessarily and reasonably incurred by the District incident to tasks required for approval and administration of Cal-Am's Application to amend its water distribution system permit to add the Carmel River Dam Project ("CRDP"). As described in Exhibit A, MPWMD Task List, District activities covered by this Agreement include actions necessary to comply with the California Environmental Quality Act, the National Environmental Policy Act, Section 404 of the Clean Water Act (including processes required by the U.S. Army Corps of Engineers pursuant to Permit # 20364S09), the federal Endangered Species Act, Section 106 of the National Historic Preservation Act (NHPA), State Water Resources Control Board Permits # 20808 and # 7130B, and District law.

2.0 REIMBURSEMENT

2.1 Fee Schedule

2.1.1 For MPWMD Staff Through Scoping Report. Fees and costs payable to MPWMD by Cal-Am for services provided by MPWMD staff pursuant to this Agreement through completion of the EIR Scoping Report shall be in accordance with the schedule in Exhibit A.

2.1.2 For MPWMD Staff After Scoping Report. Fees and costs payable to MPWMD by Cal-Am for services provided by MPWMD staff pursuant to this Agreement after completion of the Scoping Report shall be in accordance with a new schedule to be negotiated by the parties and executed as an amendment to this Agreement in conformance with Section 9 of this Agreement.

2.1.3 For MPWMD Consultants. Fees and costs payable by Cal-Am to any consultant retained by MPWMD for work under this Agreement shall be in accordance with Exhibit A, as may be modified by the written agreement between the consultant and MPWMD; provided, however, that Cal-Am shall have no obligation for fees and costs for any consultants or others retained by MPWMD

unless and until Cal-Am has agreed in writing to the retention of such consultant and has expressly agreed to pay that consultant's fees and costs. Cal-Am acknowledges that time is of the essence and agrees that it shall not unreasonably delay notification to MPWMD respecting the retention of any consultant or sub-contractor. Cal-Am shall also provide prompt written explanation to MPWMD explaining the basis for its decision to not consent to the retention of any consultant or sub-contractor recommended by MPWMD.

2.2 Method of Payment

Payment by Cal-Am of any fees and costs of MPWMD or of any consultant of MPWMD shall be based on documented monthly billings submitted by MPWMD to Cal-Am. Payments are due and payable within forty-five (45) days of each invoice. In the event Cal-Am disputes that any work performed or costs incurred is unsatisfactory or is inconsistent with tasks specified in Exhibit A or the Scoping Report, Cal-Am shall describe these deficiencies in writing to MPWMD within ten (10) calendar days of receipt of the billing statement from MPWMD. Thereafter the dispute shall be resolved in accord with Section 7.0 below.

3.0 OWNERSHIP OF PERMITS AND WORK PRODUCT

3.1 Permits.

All permits obtained by reason of the efforts of the parties to this Agreement (excluding USACOE Permit # 20364S09, and SWRCB # 20808) shall be sought and obtained in the name of California-American Water Company as the Applicant and permittee for each such permit and shall be owned exclusively by Cal-Am.

3.2 Work Product.

With (1) the exception of the Carmel Valley Simulation Model (CVSIM), which shall remain wholly and exclusively owned by MPWMD, and with (2) the exception of confidential work product (the term "confidential" shall have a meaning consistent with either the California Public Records Act or the Federal Freedom of Information Act) relating to any NHPA or Programmatic Agreement investigation, which shall remain wholly and exclusively owned by MPWMD, (3) all original documents, explanations of methods, maps, tables, computer and software programs, reports, and all other documents, materials and work product (including drafts and computer runs thereof) prepared or obtained by and/or for MPWMD under or in connection with this Agreement and all equipment purchased specifically in connection with this Agreement and all equipment purchased specifically in connection with the District's activities covered by this Agreement shall be the joint property of both MPWMD and Cal-Am. Notwithstanding this provision, MPWMD shall be authorized by Cal-Am to destroy or dispose of drafts and/or computer runs as it deems appropriate. All reports (including all drafts of same) prepared by MPWMD and/or by any consultant retained by MPWMD under or in connection with this Agreement shall be prepared in duplicate originals and shall be addressed and delivered jointly to and jointly owned by both MPWMD and Cal-Am.

4.0 RESPONSIBILITIES

4.1 District Responsibilities

MPWMD shall, to the extent reasonable and practicable, cooperate with Cal-Am and each of Cal-Am's consultants in the performance of services hereunder.

4.1.1 Exhibit A Tasks. Subject to such reasonable extensions as may be agreed to in writing by Cal-Am, the District shall perform each of the Tasks specified in Exhibit A or the Scoping Report within the time frame specified for such Task, and otherwise as may be required to ensure compliance with the applicable environmental legislation.

4.1.2 Tasks to be Performed by MPWMD Staff. District may use District's own staff, rather than consultants, to perform Tasks listed on Exhibit A or the Scoping Report for which District staff has the required expertise, provided however, that Cal-Am may tender its prior written objection and thereby require the retention and use outside consultants in those circumstances where the outside consultant is both more qualified and less expensive than the MPWMD staff counterpart. Any dispute between the parties on this issue shall be resolved pursuant to the provisions of Section 7.0 of this Agreement.

4.1.3 Agency Meetings. MPWMD shall meet with such agencies or persons as shall be necessary or desirable in order to ensure that the purposes of this Agreement are fulfilled. MPWMD and Cal-Am shall each use their best efforts to provide reasonable advance notice of all planned meetings (including impromptu meetings if practicable) with public agency staff relating to the processing of permits or approvals referenced in Section 1.0 of this Agreement. This provision, however, is to promote communication between the parties, and shall not cause any meeting to be delayed or canceled. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in Exhibit A or the Scoping Report.

4.1.4 District is Independent Contractor. The District shall act as an independent contractor and not as an agent or employee of California-American Water Company. The District shall have exclusive and complete control over its employees and consultants in their performance of the services under this Agreement.

4.2 Cal-Am Responsibilities

Cal-Am shall, to the extent reasonable and practicable, cooperate with District and each of District's consultants in the performance of their services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right to access work sites as required for District to perform or furnish services under this Agreement; providing relevant material available from Cal-Am's files such as maps, drawings as available, records, and operation and maintenance information, attending hearings, and payment of all permits and other

required fees associated with the tasks required of District by this Agreement. Cal-Am and MPWMD shall each use their best efforts to provide reasonable advance notice of all planned meetings (including impromptu meetings if practicable) with public agency staff relating to the processing of permits or approvals referenced in Section 1.0 of this Agreement. This provision, however, is to promote communication between the parties, and shall not cause any meeting to be delayed or canceled.

Cal-Am appoints Marc Lucca as Cal-Am's representative with respect to the services to be performed under this Agreement. In addition to the authority granted below in section 5.0, Marc Lucca shall have complete authority to transmit instructions, receive information, and interpret and define Cal-Am's policies and otherwise bind Cal-Am. District and each of its consultants shall be entitled to rely on representations made by Marc Lucca unless otherwise specified in writing by Cal-Am.

4.3 Insurance.

4.3.1 The insurance requirements of this Section 4.3 shall pertain to District, each of District's consultants, Cal-Am, and each of Cal-Am's consultants.

4.3.1-a Each shall maintain worker's compensation and employers' liability insurance in accordance with the amount(s) and coverage(s) in the attached Exhibit B.

4.3.1-b Each shall maintain commercial general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from its operations and each of its consultants pursuant to this Agreement or from the use of its automobiles and equipment of or by each of its consultants. The amount(s) and coverage(s) shall be in accordance with Exhibit B.

4.3.1-c Each shall provide the other party with Certificates of Insurance evidencing the aforementioned coverage as additional named insured other evidence of coverage satisfactory to that party. Approval or acceptance of said insurance shall not believe or decrease the liability of the parties or their consultants hereunder.

5.0 CHANGES AND CHANGED CONDITIONS

5.1 Task Order Forms.

Appended as Exhibit C is a Task Order Form to be initiated by Cal-Am and used by District to institute and implement any changes in the scope of the services to be performed under this Agreement. Absent further written agreement between the parties, Task Order Forms shall be signed for MPWMD by Darby Fuerst or another authorized MPWMD agent, and for Cal-Am by Larry Foy or another authorized Cal-Am officer. Task Order Forms signed by such individual shall be deemed valid and the other party may rely on such documents.

5.2 Changes in Reimbursement.

A change in the Tasks identified in Exhibit A or the Scoping Report may, subject to Cal-Am's express written approval, also result in a change in the reimbursement amount. Reimbursement changes shall be based upon the consultant's or the District's fee schedule. Any change agreed to shall be documented by duly executed amendments to this Agreement or other written means acceptable to both parties.

6.0 TERMINATION

6.1 Termination Process.

Cal-Am may terminate the District's services under this Agreement at any time by written notice to the District at least thirty (30) days prior to the effective date of such termination. Upon receipt of written notice from Cal-Am that this Agreement is terminated, the District shall submit to Cal-Am an invoice for an amount which represents the value of services actually performed to the date of said notice of termination for which it, and any subcontractor, has not previously been compensated. Upon approval and payment of this invoice, Cal-Am shall thereafter have no further monetary obligation which may arise by reason of this agreement to the District or its consultants.

6.2 Effect of Termination.

In the event this Agreement is terminated by either party prior to completion of all tasks determined by the District to be required under the California Environmental Quality Act, the National Environmental Policy Act, the federal Endangered Species Act, Section 404 of the Clean Water Act as implemented by the U.S. Army Corps of Engineers for Permit # 20364S09, Section 106 of the National Historic Preservation Act, compliance with SWRCB Permits # 20808 and 7130B, or District Rule 21 applicable to approval of permits to amend water distribution systems, both parties acknowledge and agree that the District's Responsibilities, as defined in Section 4.1, above, shall also terminate. In such event, MPWMD's ability to act as lead agency under CEQA, and/or its ability to process Cal-Am's application for MPWMD permits and other approvals may be impaired, and may provide cause for the denial of Cal-Am's applications to MPWMD.

7.0 DISPUTES

In the event a dispute arises 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 (which may be telephonic) will be arranged not more than five (5) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, after twenty (20) working days from the initial filing of a statement of conflict an agreement has not been 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 reasonable attorney's fees.

8.0 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: Monterey Peninsula Water Management District
187 El Dorado Street
Post Office Box 85
Monterey, California 93942-0085
Attn.: General Manager

1st Copy to: David C. Laredo, Esq.
De LAY & LAREDO
606 Forest Avenue
Pacific Grove, California 93950

California-American Water Company:

California-American Water Company
50 Ragsdale Drive, Suite 100
Post Office Box 951
Monterey, California 93942
Attn.: Manager

1st Copy to: American-Water Works Service Company, Inc.
1025 Laurel Oak Road
P. O. Box 1770
Voorhees, NJ 08043
Attn.: Marc Lucca

2nd Copy to: Lenard G. Weiss, Esq.
Daryl S. Landy, Esq.
STEEFEL, LEVITT & WEISS
One Embarcadero Center
30th Floor
San Francisco, CA 94111

All notices under this Agreement shall be deemed to be effective when personally delivered or in the days after the same are deposited in the United States mail, return receipt requested.

9.0 AMENDMENTS

This Agreement, together with Exhibits A, B, & C (see next paragraph) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement. 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 to this Agreement.

10.0 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:

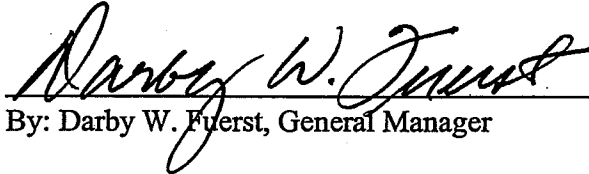
Exhibit A - MPWMD Task List

Exhibit B - Insurance Coverage

Exhibit C - Task Order Form

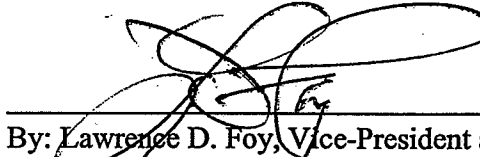
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT


By: Darby W. Fuerst, General Manager

Federal Tax ID No. 94-253335586

CALIFORNIA-AMERICAN WATER COMPANY


By: Lawrence D. Foy, Vice-President and Manager

6/19/97 VERSION

d:MPWMD\contract\reimbursement agreement.doc

Exhibit A

MPWMD TASK LIST
CARMEL RIVER DAM & RESERVOIR PROJECT
revised July 30, 1997

INTRODUCTION

This Task List describes the anticipated distribution of tasks between the Monterey Peninsula Water Management District (MPWMD) and consultants for environmental review, as well as compliance with federal, state, and MPWMD regulations pertaining to Cal-Am's proposed reservoir project. It is organized in the same sequence as the 1994 Final EIR/EIS for the Monterey Peninsula Water Supply Project (New Los Padres Project). It includes generalized tasks relating to compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), federal Endangered Species Act (ESA), National Historic Preservation Act (NHPA), the Clean Water Act section 404 permit (U.S. Army Corps of Engineers), the water rights permit from the State Water Resources Control Board (SWRCB), and MPWMD Rules and Regulations regarding amending a water distribution system. The specific tasks could be changed in the future, based on developments with federal and state agencies as well as determinations by the Superior and Appellate Courts. The current assumption is that the environmental document for the Carmel River Dam and Reservoir Project will be a Supplement to the 1994 Final EIR/EIS. A significant amount of work effort for this updated EIR will focus on Esselen Native American cultural resources and endangered species (red-legged frog and steelhead).

This exhibit also includes a spreadsheet with an estimate of MPWMD staff costs associated with development of the Scope of Work for the Supplemental EIR for the reservoir project. The spreadsheet estimates costs for the period March 24-July 31, 1997. A similar spreadsheet is anticipated for future phases of work related to the EIR. The anticipated work effort by Jones & Stokes Associates (JSA), the environmental consultant retained to prepare the EIR, is contained in separate documentation.

At this time, the anticipated milestones to the prepare the EIR include:

July 21, 1997	MPWMD Board approves scope of work for draft SEIR
October 24, 1997	Administrative Draft SEIR completed
December 19, 1997	Draft SEIR completed
January 1998	Public review of Draft SEIR; workshops
April 1998	Final SEIR completed
May-June 1998	Certify Final SEIR

The following two tables describe (1) anticipated tasks by MPWMD and consultants, and (2) estimated MPWMD costs for the period March 24 through July 31, 1997.

VOLUME I, EIR/EIS -- MAIN TEXT

CHAPTER/TASK	MPWMD	CONSULTANT
Summary/Matrix of Impacts and Mitigations	Review Summary	Develop matrix
Chapter 1-- Introduction Update history since September 1994; include litigation, NLP election, SWRCB actions; Addenda 1 and 2	Project Manager provides information	develop chapter
Chapter 2-- Need for Project Describe revised project purposes, including no growth, legal supply, adequate streamflow	Project Manager	review
Chapter 3 -- Alternatives Review previous analyses; describe post 11/95 action by MPWMD and Cal-Am; summarize 1996 study results	Project Manager	review
Chapter 4 -- Project Description Describe NLP and any changes proposed; update sections on yield (growth), water rights, cost. Assess if any operations changes needed to due SWRCB permit, ESA (steelhead). Revise No Project description.	District Engineer, Project Manager, General Manager, Fisheries Biologist	review
Chapter 5-- Water Supply Revise CVSIM runs to amend performance with no growth; develop technical memo	Project Manager, General Manager	Review and summarize
Chapter 6 -- Geology Update text with 1995 information; update seismicity information	Geohydrologist, District Engineer	Review and summarize
Chapter 7-- Hydrology and Water Quality Assess revised CVSIM runs for performance	Project Manager Hydrologists	Review and summarize
Chapter 8--Fish Update setting re: steelhead ESA status; use CVSIM runs to revise proj/noproj performance	Fishery Biologist reviews work, guides JSA sub	Conduct field studies; develop text
Chapter 9--Vegetation and Wildlife Revise setting re: red-legged frog ESA status; update Biological Opinion; update USFWS listings of other candidates	Riparian Projects Coordinator	review by frog expert

CHAPTER/TASK	MPWMD	CONSULTANT
Chapter 10-- Traffic Describe and assess any changes to construction scenario; address Cachagua setting and vineyard concerns	Project Manager (review only)	traffic expert, vineyard expert
Chapter 11-- Climate and Air Quality Address all vineyard issues	Project Manager (review only)	climatologist, vineyard expert
Chapter 12-- Noise Describe and assess any changes to construction scenario; focus on Cachagua concerns	Project Manager (review only)	noise expert
Chapter 13 -- Visual Quality Address Cachagua concerns	Project Manager (review only)	visual expert
Chapter 14 -- Cultural Resources Update status of Esselen Nation, if changed; could affect 106 process. Many studies in 106 PA have not been done since vote in November 1995.	Project Manager (review only)	cultural resources and 106 expert
Chapter 15 -- Public Health and Safety Address Cachagua concerns.	Project Manager (review only)	safety expert
Chapter 16 -- Energy	n/a	n/a
Chapter 17 -- Land Use, Planning, Recreation Update description of Cachagua area, vineyards and address concerns	Project Manager (review only)	planning expert
Chapter 18 -- Socio-economics Update setting and issues regarding Cachagua; add impacts of drought, non-compliance with SWRCB Order on community; assess rate impacts and alternatives to the degree feasible	Project Manager (review only) District Engineer (cost information)	planning expert, economist
Chapter 19-- Growth and Its Effects Describe implications of "no growth" project; describe mechanisms to ensure no growth from project; describe indirect growth effects	Project Manager (review only)	planning expert
Chapter 20 -- Identification of Projects Revise as needed.	Project Manager (review)	CEQA expert
Chapter 21 -- Statutory Sections Evaluate cumulative impacts; revise as needed	Project Manager (review, assist)	CEQA and planning expert

CHAPTER/TASK	MPWMD	CONSULTANT
Chapter 22 -- Public Involvement Update various public hearings, workshops, Board action since Sept 1994	Project Manager	minimal review
Chapter 23 -- List of Preparers Update as needed	Project Manager	minimal review
Chapter 24 -- Glossary Update as needed	Project Manager	minimal review

VOLUME II, EIR/EIS --MITIGATION PROGRAMS

TASK	MPWMD	CONSULTANT
General -- for biological resources, check for any significant changes to setting, feasibility, cost; be sure Cachagua/vineyard mitigations are well defined	Project Manager Riparian Projects Coordinator, Fisheries Biologist	air, noise, traffic, climatology, planning; revise matrix
8A Steelhead Resource Mitigation Plan -- Check carefully and update; develop tech memos for flows for spawning, flows for migration	Fisheries Biologist (review, assist)	Field study, prepare text
8B Spawning Habitat Mitigation Plan Check carefully and update; obtains approvals of agencies re ESA concerns	Fisheries Biologist (review, assist)	Field study, prepare text
9A Preservation of Mixed Hardwood/Coast Live Oak Forest and Woodland No change anticipated; update as needed	Riparian Projects Coordinator	
9B Valley Oak Woodland Mitigation Plan No change anticipated	Riparian Projects Coordinator	
9C Riparian Habitat Mitigation Plan Replace with the combined plan approved by the Corps and SWRCB (permit conditions)	Riparian Projects Coordinator	
9D Wetland Habitat Mitigation Plan Replace with the combined plan approved by the Corps and SWRCB (permit conditions)	Riparian Projects Coordinator	

TASK	MPWMD	CONSULTANT
9E Construction Staging Area Mitigation Plan Need to amend to reflect reduced impact of revised construction staging area	Riparian Projects Coordinator	
9F Resource Management Plan for Red-Legged Frog Change Conference Opinion to Biological Opinion	Riparian Projects Coordinator	biologist (frog expert) may be needed

VOLUME III, EIR/EIS -- TECHNICAL APPENDICES

Some appendices need updating. The MPWMD Project Manager is responsible to ensure documents are in place.

TECHNICAL APPENDICES	
1	Technical reference List -- <i>update</i>
2A	Water Demand Estimates at Buildout (1988) -- <i>replace with latest AMBAG forecasts and/or with legal lot/remodel study results</i>
2B	Revised Water Demand Estimates at Buildout (1992) -- <i>same as 2A</i>
2C	Board Study Session Notes -- <i>no change anticipated</i>
2D	Allocation EIR Mitigation Program -- <i>update with Implementation Plan for 1997-2001</i>
3	Initial Evaluation of Alternatives -- <i>replace with 1996 Action Plan, 1997 Augmentation Plan and review of other work and concepts since 1994</i>
4	Completion Report to Interagency Fishery Working Group -- <i>update with streamflow needed for steelhead due to ESA (if any change)</i>
5	CVSIM Overview -- <i>General Manager update</i>
7A	Carmel River Streamflow Data -- <i>update with new CVSIM output</i>
7B	Lower Carmel Valley Aquifer Storage Data -- <i>update with new CVSIM output</i>
7C	Seaside Coastal Subbasin Aquifer Storage Data -- <i>update with new CVSIM output</i>
8	Project Effects on Steelhead Sportfishing -- <i>replace with ESA recovery plan and NMFS rules for threatened/endangered steelhead; Alley field studies</i>
9A	List of Plant Species -- <i>update if needed</i>
9B	List of Animal Species -- <i>update if needed</i>

TECHNICAL APPENDICES	
9C	Sensitive Species Surveys -- <i>update per USFWS/NMFS</i>
9D	Letters from Agencies -- <i>update per USFWS/NMFS</i>
9E	Habitat Assessment of Riparian Vegetation - <i>likely replaced or referred to</i>
9F	Riparian Corridor Impacts of Pumping -- <i>likely replaced or referred to</i>
9G	Riparian Wildlife Monitoring Results -- <i>add recent Mullen studies</i>
11	Air Quality Tables -- <i>likely refer to; add Corps CAA Conformity Determination</i>
17A	Policy Consistency Analysis -- <i>review for accuracy as Cachagua reps allege inconsistency; do not reprint again, unless changes</i>
17B	Public Law 101-539/Ventana Exchange -- <i>keep in</i>
17C	Habitat Assessment of Ventana Parcels -- <i>keep in</i>
19A	Growth Estimates at Buildout -- 1992 Update -- <i>update</i>
19B	Summary of Mitigation Measures for Growth Impacts -- <i>keep in</i>

IV. CEQA/NEPA AND OTHER TASKS

TASK	MPWMD	CONSULTANT
<p>NEPA: assess whether federal action needed and whether EIS or other documentation is required</p> <p>CEQA/NEPA Process:</p> <ul style="list-style-type: none"> Initial Study/EA Scoping; Scoping Report EIR/EIS Preparation EIR/EIS Notices Consolidation of comments Responses to comments Certification Findings 	<p>Project Manager District Counsel</p> <p>Project Manager, MPWMD staff as needed</p>	<p>EIR consultant assists</p> <p>Federal lead and responsible agencies, if NEPA invoked.</p> <p>Consultant leads scoping sessions, prepares Scoping Report, Draft and Final EIR</p>
<p>Other Federal Requirements -- Comply with section 404 of Clean Water Act; Endangered Species Act, section 106 of National Historic Preservation Act, conditions of COE permit #20364S09</p>	<p>Project Manager Fisheries Biologist Riparian Projects Coordinator Others as needed</p>	<p>Specialists in 404 permit, endangered species, cultural resources</p>

TASK	MPWMD	CONSULTANT
Water Rights Permit Requirements -- Comply with conditions of SWRCB permit #20808.	Project Manager District Engineer Others as needed	Consultant assists as needed
MPWMD Permit Process: RFQ/RFP, select consultants Reimbursement agreement Contract administration Agency meetings, communications Public Notices Copying, mailing Hearing locations/audio-visual Document preparation and distribution	General Manager Project Manager, Administrative Assistant, ASD Division District Counsel District Engineer	A-V rental Venue rental Copy services Printing Mailing service ?

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 revised July 2, 1997

MPWMD COST ESTIMATE FOR CRDP SCOPE

Mar-July 97 Estimate

STAFF	TASK	HRS	RATE (\$/hr)	COST \$	COMMENTS	CONSULT?
					FY 96-97 rates used in estimate billing uses actual rates for each month	
Proj Mgr	PROJECT MGT. (all tasks)	114	53.49	\$6,098	6 hrs/wk x 19 wk (3/24-6/31)	
Proj Mgr	Reimbursement Agreement	20	53.49	\$1,070		
Legal Counsel		40	155	\$6,200		
ASD Manager		4	64.18	\$257		
General Mgr		3	74.03	\$222		
CEQA SCOPING PROCESS						
Proj Mgr	Initial Study Preparation, NOP	16	53.49	\$856	staffnote, 4/21 presentn, NOP	
General Mgr		4	74.03	\$296	review	
Dist Engineer		4	69.19	\$277	review	
Legal Counsel		8	155.00	\$1,240	review	
Proj Mgr	Select Consultant/SOQ,RFP	40	53.49	\$2,140	review, tours, interview, etc	
General Mgr		10	74.03	\$740		
Dist Engineer		30	69.19	\$2,076		
Proj Mgr	Scoping meetings--agencies	20	53.49	\$1,070		CONSULT
General Mgr		20	74.03	\$1,481		
Legal Counsel		20	155.00	\$3,100		
Dist Engineer		20	69.19	\$1,384		
Rip Proj Coord		2	47.35	\$95		
Proj Mgr	Scoping meetings-- public	15	53.49	\$802	prep; four 3-hr meetings	CONSULT
General Mgr		12	74.03	\$888	four 3-hr meetings	
Legal Counsel		12	155.00	\$1,860	four 3-hr meetings	
Dist Engineer		12	69.19	\$830	four 3-hr meetings	
Admin Asst	Notices, Ads, Venue for Mtgs	30	40.60	\$1,218	thru May 1997	
Proj Mgr	Scoping Report	12	53.49	\$642	review, disc, meet re: report	CONSULT
Dist Engineer		8	69.19	\$554	review, discuss, meet	

General Mgr	8	74.03	\$592	review, discuss, meet	
Legal Counsel	8	155	\$1,240	review, discuss, meet	
Proj Mgr	16	53.49	\$856	review scope with Cal-Am	CONSULT
General Mgr	2	74.03	\$148	review scope	
Legal Counsel	16	155	\$2,480	review scope	
Dist Engineer	8	69.19	\$554	scope review, contract signoff	
ASD Manager	2	64.18	\$128	AdCom review	
Proj Mgr	8	53.49	\$428	write staff note, Brd presentn	
Proj Mgr	12	53.49	\$642	contract devel., ongoing adm	
ASD Manager	2	64.18	\$128	contract review, signoff	
General Mgr	1	74.03	\$74	contract review, signoff	
Sr Office Spec	16	27.68	\$443		
Office Spec II	36	26.07	\$939		
Hum Res Spec	20	28.54	\$571		
TOTAL EST.			\$44,616		

March 24-July 31, 1997 period
does not include direct expenses

u/hs/lotus/crdscp.wk4
07/24/97

INSURANCE COVERAGE

- I. Parties to this agreement and their consultants 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.
- III. Evidence of insurance carried shall be as prescribed in paragraph 4.3.1-c of this agreement. The Monterey Peninsula Water Management District and the California-American Water Company shall each be listed as insured(s) on any Comprehensive General Liability insurance policy.
- IV. All policies shall contain a provision that the insurance company shall give the insured(s) at least thirty (30) days prior written notice mailed to the addresses shown below prior to any cancellation, lapse, or non-renewal. The 30-day written notice must be shown on all certificates of insurance.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:

Monterey Peninsula Water Management District
Attn: Risk Manager
187 El Dorado St.
P. O. Box 85
Monterey, CA 93942-0085

and

California-American Water Company
50 Ragsdale Dr., Ste. 100
P. O. Box 951
Monterey, CA 93942
Attn: Manager
- VI. All such policies of insurance shall be issued by domestic United States insurance companies with a general policy holders' rating of not less than "B" approved by the State of California Insurance Commissioner. The policies of insurance so carried shall be carried and maintained throughout the term of this agreement.

EXHIBIT C

TASK ORDER NO. ____ TO REIMBURSEMENT AGREEMENT BETWEEN
CALIFORNIA-AMERICAN WATER COMPANY AND THE MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT FOR THE CARMEL RIVER DAM AND
RESERVOIR PROJECT

Paragraph 4/Exhibit A: MPWMD Responsibilities. MPWMD's Scope of Services shall be modified as follows: [DESCRIPTION OF ADDITIONAL OR MODIFIED SCOPE OF SERVICES].

Paragraph 2: Reimbursement. Payment shall be amended accordingly. Attached is MPWMD's cost estimate for the modified scope of work. (NOTE: TASK ORDER MUST ALSO BE ACCOMPANIED BY MPWMD'S AND/OR CONSULTANT'S MOST CURRENT SCHEDULE OF CHARGES.)

Exhibit A: MPWMD Task List. The scope of services described above shall be completed by [DATE].

All other provisions of the Reimbursement Agreement remain the same.

Cal-Am and MPWMD have caused the Reimbursement Agreement to be amended by representatives duly authorized to act, all as of the effective date of [_____].

Prepared by: _____

Date: _____

Approved by: _____

Date: _____

MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT
187 Eldorado Street
Monterey, CA 93942-0085

CALIFORNIA-AMERICAN WATER
COMPANY
50 Ragsdale Drive, Suite 100
Monterey, CA 93942-0951

By _____

By _____

Darby Fuerst

Title General Manager

Title [Officer]

Date _____

Date _____