



## EXHIBIT 6-A

## United States Department of the Interior

RECEIVED

U.S. GEOLOGICAL SURVEY  
 California District Chief  
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 California State University  
 Sacramento, California 95819-6129  
 (916) 278-3026 Fax (916) 278-3045  
<http://ca.water.usgs.gov>

JUL 20 2004

MPWMD

July 19, 2004

Mr. David A Berger, General Manager  
 Monterey Peninsula Water  
 Management District  
 Post Office Box 85  
 Monterey, California 93942-0085

Subject: Carmel River near Carmel Gage, Joint Funding Agreement, Water Year 2005

Dear Mr. Berger:

This letter confirms discussions between our respective staffs, concerning the continuation of the cooperative water resources program between the Monterey Peninsula Water Management District (District) and the U.S. Geological Survey (USGS) for the period November 1, 2004 to October 31, 2005.

The proposed program and associated costs are as follows:

<u>Station number and name</u>	<u>District Funds</u>	<u>USGS Funds</u>	<u>Total Funds</u>
11143250 Carmel River near Carmel	\$ 8,800	\$ 8,800	\$ 17,600
<b>TOTAL</b>	<b>\$ 8,800</b>	<b>\$ 8,800</b>	<b>\$ 17,600</b>

Total cost of the proposed program is \$17,600. Cost to the District is \$ 8,800, and subject to the availability of Federal matching funds, the USGS will provide \$ 8,800

Enclosed are four originals of a Joint Funding Agreement (JFA) for your approval. Work performed with funds from this agreement will be conducted on a fixed-price basis. If you are in agreement with this proposed program, please return three signed JFA's to our office. The fourth JFA is for your records, pending USGS approval. Upon approval, a fully executed JFA will be forwarded for your records.

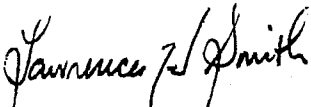
The USGS is required to have an agreement in place prior to any work being performed on a project. We request that the signed JFA's be returned prior to November 1, 2004. If they are not received by November 1, we will be required to suspend operations until an agreement is received.

**Mr. David A. Berger,**                    **General Manager- Monterey Peninsula WMD**

Recent administrative audits within the USGS require us to address certain issues with our customers within our program letters. These issues are as follows: 1) where letters of continuation are used for yearly programs, a new JFA is required every 5 years. Since our last JFA issued for this program was October 1, 1999, a new JFA is being done this year. 2) Confirm, in writing, the billing frequency of this agreement. Our records indicate that the District agrees to an annual billing around May 1 of each year. If the District prefers another billing cycle, please indicate when returning your signed agreement. 3) The fixed price nature of our agreement and the billing cycle need to be addressed in our program letter and in our acceptance of this program.

If you have any questions concerning this program, please contact Larry Freeman, in our Marina Field Office, at (831) 883-2293. If you have any administrative questions, please contact Alan Rankin, in our Sacramento Office, at (916) 278-3036.

Sincerely,

  
Lawrence H. Smith  
Acting District Chief for  
Michael V. Shulters  
District Chief

Enclosure

Form 9-1366  
(Nov. 1998)

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

**Agreement No. 05W4CAD14300  
Customer No. CA143  
Project No.**

**WATER RESOURCES INVESTIGATIONS**

TIN #: 94-2535586

THIS AGREEMENT is entered into as of the 1st day of November 2004 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, 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 for cooperative water resources investigations in the Monterey Peninsula Water Management District area, hereinafter called the program.
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.
  - (a) \$ 8,800.00 by the party of the first part during the period  
November 1, 2004 to October 31, 2005
  - (b) \$ 8,800.00 by the party of the second part during the period  
November 1, 2004 to October 31, 2005
  - (c) 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.
3. The costs of this program may be paid by either party in conformity with the laws and regulation 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 purpose 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.
9. Billing for this agreement will be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

U.S. GEOLOGICAL SURVEY  
UNITED STATES  
DEPARTMENT OF THE INTERIOR

**MONTEREY PENINSULA WATER  
MANAGEMENT DISTRICT**

By \_\_\_\_\_  
(Signature and Title)

By \_\_\_\_\_  
(Signature and Title)

By \_\_\_\_\_  
Lawrence H. Smith, Acting District Chief for  
Michael V. Shulters, District Chief

By \_\_\_\_\_  
(Signature and Title)