

EXHIBIT 19-C

Agreement No. **RA-031814 Amended**

Agreement for Professional Services

This Agreement for Professional Services (hereinafter referred to as "Agreement") is by and between **Monterey Peninsula Water Management District** (hereinafter referred to as "MPWMD") and the **Fort Ord Reuse Authority**, a political subdivision of the State of California (hereinafter referred to as "FORA").

The parties agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, FORA shall provide MPWMD with services associated with property acquisition as described in **ATTACHMENT "A"**. Such services will be at the direction of FORA and/or their designees.

2. TERM. FORA shall commence work under this Agreement effective on **June 28, 2018**, and will diligently perform the work under this Agreement until December 31, 2020 or until the maximum amount of the compensation as noted below is reached. The term of the Agreement may be extended upon mutual concurrence and amendment to this Agreement.

3. COMPENSATION AND OUT OF POCKET EXPENSES. The overall maximum amount of compensation to FORA over the full term of this Agreement is not-to-exceed **\$50,195 (Fifty Thousand One Hundred and Ninety-Five Dollars)** including out of pocket expenses without written consent of both parties. MPWMD shall pay FORA for services rendered pursuant to this Agreement at the times and in the manner set forth in **ATTACHMENT "A."**

MPWMD will reimburse FORA for all costs associated with the preparation review and approval of all required MPWMD closure documents. FORA will coordinate the required services and billing at their cost or for contractors and regulatory oversight FORA's contract rate plus 15% overhead to handle FORA accounting costs as set forth in **ATTACHMENT "A."**

4. FACILITIES AND EQUIPMENT. MPWMD facilities and service requirements are limited to the areas shown on the attached site map known as **ATTACHMENT "C."**

5. GENERAL PROVISIONS. The general provisions set forth in **ATTACHMENT "B"** are incorporated into this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.

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6. ATTACHMENTS. All Attachments referred to herein are attached hereto and are by this reference incorporated herein.

- **ATTACHMENT A** – Scope of Services
- **ATTACHMENT B** – General Provisions
- **ATTACHMENT C** – Site Map

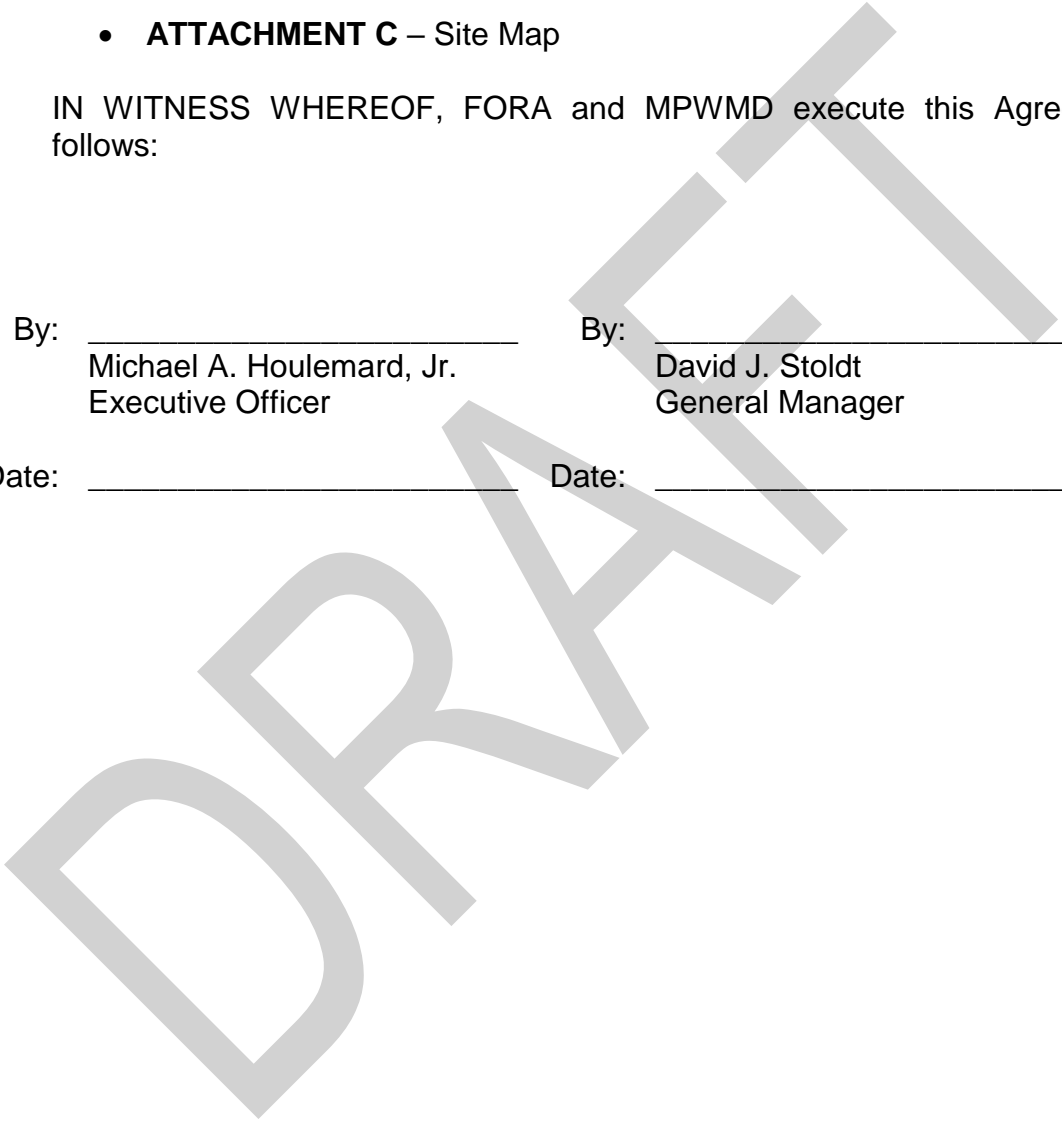
IN WITNESS WHEREOF, FORA and MPWMD execute this Agreement as follows:

By: _____
Michael A. Houlemard, Jr.
Executive Officer

By: _____
David J. Stoldt
General Manager

Date: _____

Date: _____



ATTACHMENT A

SCOPE OF SERVICES

The Scope of Services enables the **Fort Ord Reuse Authority** (FORA) to provide the **Monterey Peninsula Water Management District** (MPWMD) with the services of the FORA Real Property and Facilities Manager, the FORA Senior Project Manager, FORA Special Counsel and their engineering/munitions remediation contractors, ARCADIS and Weston Solutions and other contractors, as required and at FORA's discretion, to assist MPWMD to:

- Provide guidance regarding the process for acquisition and transfer of lands adjacent to the Santa Margarita Aquifer Storage and Recovery (ASR) site that are for the planned expansion of the ASR site, for which the MPWMD has an easement from the Army.
- Review, prepare and process appropriate closure documents required by the US Environmental Protection Agency (EPA), California Department of Toxic Substance Control (DTSC), Army, City of Seaside, and any other agencies, to enable implementation of the planned extension of the Santa Margarita ASR site.
- Review, prepare, and process the Right of Entry as may be required for implementation of the planned site extension work.
- Provide UXO Construction Support Services to support MPWMD contractors during construction activities that require ground disturbing activities including but not limited to; underground excavations, grading soils, borings, cuts and fill as part of the site extension work.
- Provide MPWMD with Unexploded Ordnance (UXO) Construction Support during construction activities including but not limited to:
 - A. Final Construction Support Plan completion,
 - B. On-call construction support for one 24- and/or one 48-hour emergency response activities in the event a suspect munition is encountered (Anomaly avoidance and on-call/on-location construction support was not requested)
 - C. UXO Construction Support related project coordination/management/set-up,
 - D. UXO Munitions Recognition and Safety Training,
 - E. Meetings/conference calls (as requested by FORA and or MPWMD),
 - F. Construction Support Plan memoranda (if required), and
 - G. After-action reporting..

FORA billings for its staff, contractors and the estimated services of the US EPA and California DTSC shall be submitted quarterly at the first of the quarter for any work performed in the previous quarter and shall be paid in full by MPWMD within forty-five (45) days of receipt of the billing statement.

FORA will provide the following services of:

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- A. FORA ESCA Senior Program Manager at the rate of \$134.32 per hour.
- B. FORA ESCA Program Coordinator at the rate of \$83.94 per hour.
- C. FORA Accountant at the rate of \$46.67 per hour.
- D. FORA Executive Officer at the rate of \$238.49 per hour
- E. FORA Controller at the rate of \$126.30 per hour.
- F. FORA Special Counsel at the rate of \$355.00 per hour.

FORA shall arrange for and provide the service of the following at FORA's cost plus 15% to cover FORA Accounting and Administrative costs:

- A. ARCADIS
- B. Weston Solutions
- C. U.S. EPA
- D. California DTSC
- E. Other contracting or agency services if needed

The services above are to be provided to support MPWMD's needs for:

- Site visits as required;
- Participating in UXO escorts meetings as required;
- Reviewing MPWMD documents and plans as required;
- Reviewing MPWMD and its contractor's requests(s) to enter the FORA Environmental Services Cooperative Agreement (ESCA) property and developing/approving any Right of Entry, as may be required; and
- Participating in U.S. EPA, California DTSC, Army, City of Seaside and other agency meetings as required.

GENERAL PROVISIONS

1. **INDEPENDENT Contractor.** At all times during the term of this Agreement, FORA shall be an independent Contractor and shall not be an employee of MPWMD. MPWMD's rights are limited to those specified in this Agreement.

2. **TIME.** FORA shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of FORA'S obligations pursuant to this Agreement. FORA shall adhere to the Schedule of Activities shown in **ATTACHMENT "A"**.

3. **FORA NO AGENT.** Except as MPWMD may specify in writing, FORA shall have no authority, express or implied to act on behalf of MPWMD in any capacity whatsoever as an agent. FORA shall have no authority, express or implied, pursuant to this Agreement, to bind MPWMD to any obligation whatsoever.

4. **PERSONNEL.** FORA shall assign only competent personnel to perform services pursuant to this Agreement. In the event that MPWMD, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by FORA, FORA shall remove any such person immediately upon receiving notice from MPWMD of the desire of MPWMD for the removal of such person or person.

5. **STANDARD OF PERFORMANCE.** FORA shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which FORA is engaged in the geographical area in which FORA practices his profession. All products and services of whatsoever nature, which FORA delivers to MPWMD pursuant to this Agreement, shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in FORA'S profession.

6. **CANCELLATION OF AGREEMENT.** Either party may cancel this Agreement at any time for its convenience, upon written notification. FORA shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work. FORA shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work and all prior completed work products shall become the property of MPWMD.

7. **PRODUCTS OF CONTRACTING.** All completed work products of FORA, once accepted, shall be the property of MPWMD. MPWMD shall have the right to use the data and products for research and academic purposes.

8. **INDEMNIFY AND HOLD HARMLESS.** FORA and MPWMD are to indemnify, defend, and hold harmless each other, their officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by each other or any person directly or indirectly employed by or acting as agent for each other in the performance of this Agreement, including

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the concurrent or successive passive negligence of each other, their officers, agents, employees or volunteers.

It is understood that the duty of FORA and MPWMD to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve FORA and MPWMD from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

9. PROHIBITED INTERESTS. No employee of FORA shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of MPWMD if this provision is violated.

MPWMD Santa Margarita Well Site Map

