

EXHIBIT 3-A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
California State University
Sacramento, California 95819-6129
Phone: (916) 278-3000 Fax: (916) 278-3070
<https://ca.water.usgs.gov>

RECEIVED

SEP 27 2019

MPWMD

September 26, 2019

Mr. David Stoldt, 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 2020

Dear Mr. Stoldt:

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, 2019 to October 31, 2020.

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	\$15,800	\$7,950	\$23,750
TOTAL	\$15,800	\$7,950	\$23,750

Total cost of the proposed program is \$23,750. Cost to the District is \$15,800, and subject to the availability of Federal matching funds, the USGS will provide \$7,950.

Enclosed are two originals of Joint Funding Agreement (JFA) 20ZGJFA14300, signed by our agency, for your approval. If you are in agreement with this proposed program, please return one fully executed JFA to our office. Work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this agreement will be rendered annually.

The USGS is required to have an agreement in place prior to any work being performed on a project. We request that a fully executed JFA be returned prior to November 1, 2019. If it is not received by November 1, we will be required to suspend operations until an agreement is received.

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Mr. David Stoldt, General Manager- Monterey Peninsula WMD

If you have any questions concerning this program, please contact Anthony Guerriero, in our Santa Cruz Field Office, at (831) 460-7494. If you have any administrative questions, please contact David Penisten, in our Sacramento Office, at (916) 278-9200.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric G. Reichard".

Eric G. Reichard
Director, USGS California Water Science Center

Enclosure

cc: Mr. Greg James
Monterey Peninsula Water Management District
Post Office Box 85
Monterey, California 93942-0085
Anthony Guerriero, USGS CAWSC

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Form 9-1366
(May 2018)

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

Customer#: 6000000949
Agreement#: 20ZGJFA14300
Project #: ZG009J5
TIN #: 94-2535586

Fixed Cost Agreement YES| X | NO|]

THIS AGREEMENT is entered into as of the November 1, 2019, 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 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 as outlined in the USGS program letter dated September 26, 2019 (Scope of Work), 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) \$7,950.00 by the party of the first part during the period
November 1, 2019 to October 31, 2020
- (b) \$15,800.00 by the party of the second part during the period
November 1, 2019 to October 31, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of : \$0.00

Description of the USGS regional/national program:
Not Applicable

- (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://www2.usgs.gov/fsp/>).

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**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#: 20ZGJFA14300
Project #: ZG009J5
TIN #: 94-2535586**

Page 1 of 2

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: 2885 Mission Street
Santa Cruz, CA 95060-5756
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:
Fax:
Email:

USGS Billing Point of Contact

Name: David Penisten
Supervisory Budget Analyst
Address: Placer Hall 6000 J Street
Sacramento, CA 95819
Telephone: (916) 278-9200
Fax: (916) 278-3070
Email: tseubert@usgs.gov

Customer Billing Point of Contact

Name:
Address:
Telephone:
Fax:
Email:

**U.S. Geological Survey
United States
Department of Interior**

**MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT**

Signature

By  Date: 9/26/2019
Name: Eric G. Reichard
Title: Director, USGS California Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

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Water Resource Investigations

Fixed Cost Agreement YES[X] NO[]

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Name: David Stoldt
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Address: Post Office Box 85
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Telephone:
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Supervisory Budget Analyst
Address: Placer Hall 6000 J Street
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Telephone: (916) 278-9200
Fax: (916) 278-3070
Email: tseubert@usgs.gov

Customer Billing Point of Contact


Name:
Address:
Telephone:
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**U.S. Geological Survey
United States
Department of Interior**

**MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT**

Signature

Signatures

By  Date: 9/26/2019
Name: Eric G. Reichard
Title: Director, USGS California Water Science Center

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: