

**RECEIVED****MAY 25 2007****MPWMD****EXHIBIT 9-A****MEMORANDUM OF AGREEMENT****BETWEEN THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT  
AND THE CARMEL RIVER STEELHEAD ASSOCIATION, INCORPORATED:  
LIMITED ACCESS AND USE OF SLEEPY HOLLOW STEELHEAD REARING  
FACILITY**

1. THIS MEMORANDUM OF AGREEMENT (MOA), made this \_\_\_\_\_ day of May 2007, between the Monterey Peninsula Water Management District, hereinafter called the District and the Carmel River Steelhead Association, Incorporated, hereinafter called the Association, represented by the respective officers executing this Agreement.

**EXPLANATORY RECITALS**

2. WHEREAS, the Association conducts seasonal rescues of steelhead in the tributaries of the Carmel River and has requested to transport and deliver the rescued fish to the Sleepy Hollow Steelhead Rearing Facility; and
3. WHEREAS, the District adopted (in November 1990) and implemented the Five-Year Mitigation Program for Option V, as part of the Final Environmental Impact Report for the Water Allocation Program (April 1990); and
4. WHEREAS, as part of the Fisheries section of the Mitigation Program, the District is responsible for rescuing juvenile steelhead from the lower mainstem of the Carmel River (River) and transplanting these fish to permanent habitats or rearing them in a facility through the dry season; and
5. WHEREAS, the District has designed and constructed the Sleepy Hollow Steelhead Rearing Facility (Facility) for the purpose of rearing juvenile steelhead; and
6. WHEREAS, District staff has determined that rearing additional fish from the tributary rescues will not interfere with rescue and rearing of steelhead from the mainstem, or substantially increase overall operation and maintenance costs, but will potentially benefit the steelhead population in the Carmel River Basin.
7. The Facility will be used to rear juvenile steelhead that are rescued from the tributaries of the Carmel River downstream of San Clemente Dam, if those tributaries dry up and the mainstem of the Carmel River at the confluences of those tributaries is not expected to remain wet throughout the year. Use of the Facility for rearing tributary fish is subject to approval by the California Department of Fish and Game (CDFG) and the National Oceanic and Atmospheric Administration - Fisheries (NOAA - Fisheries).
8. The decision on whether to rear fish rescued from the tributaries will be made annually by the CDFG, NOAA-Fisheries and the District. Fish rescued by the Association in the mainstem, in cooperation with the District, may also be held at the Facility.

9. The District will be responsible for day-to-day operations and will conduct all maintenance of the Facility and care of all juvenile fish, including fish from the tributary rescues, subject to terms and conditions as set forth in the Annual Memorandum of Agreement between the CDFG and the District. Under no circumstances will any member of the Association be at the Facility without prior permission via e-mail from the District's Senior Fisheries Biologist, and unless District staff is also present on site. Under no circumstances will any member of the Association adjust, modify, or change any aspect of the daily operation.
10. In order to accept tributary fish, the Facility must be in normal operation mode and adequate space must be available. Currently, excess capacity is available at the facility, but this could change in the future. For example, a multi-year drought would require that fish be held at the Facility through a dry winter period, when additional fish rescues would be needed at the beginning of the next dry season. Under these circumstances, it may not be possible to rear additional fish from the tributaries.
11. Only Association members in good standing are allowed to deliver fish to the Facility. A maximum of three people and one vehicle are allowed at the Facility to deliver fish. Additional vehicles will be refused access, unless prior written approval has been granted.
12. For the purpose of administering terms of this MOA, the lead persons or contacts will be Beverly Chaney, (District Associate Fisheries Biologist), Frank Emerson (lead for Association rescue team) and Hank Smith (Association designated contact).
13. The Association will maintain complete, accurate records of the numbers of fish rescued at the time of capture, rescue locations, fish mortalities during transit and numbers of fish delivered to the Facility. Only fish in good health will be accepted at the Facility. District staff will determine acceptability of fish at the time of delivery. Any fish with abrasions, parasites, or in obviously poor health, will not be accepted. The Association will complete and submit an annual report on rescue activities to the District by September 30 of each year that the MOA is in effect.
14. The Association must provide notification before fish are brought to the facility. District staff must be at the Facility to receive fish from the tributaries or mainstem. Fish must be delivered during the normal workday week (Monday-Friday, 9:00 A.M. to 3:00 P.M.), or on Saturday before 12:00 noon. No Sunday deliveries are allowed under terms of this MOA. The Association will notify District contact(s), by close of business (COB) Thursday of each week on rescues planned for the upcoming week and confirm the activities by COB Friday. For the purposes of this section, notification will be via phone. District staff shall meet Association volunteers at the Sleepy Hollow Homeowner's Association gate off Carmel Valley Road, to allow access for fish delivery and escort Association volunteers back out through the gate after delivery. The Association shall not be given gate keys or lock combinations. Alternately and subject to prior arrangement, District may pick up fish rescued by the Association and bring the fish back to Facility, if District staff workloads make this option feasible.

15. The District operates the Facility under a license agreement with California American Water (CAW) and access to the Facility may be restricted at any time by CAW.

16. The Association will maintain general liability insurance that covers the activities of Association members at all times, when delivering fish to the Facility and on CAW property. Prior to accessing the Facility, the Association will provide copies of its insurance certificate, naming CAW and District as additional insured's.

17. **Insurance/Indemnification** – For any and all insurable losses, the Association shall provide the indemnity as set forth below to the extent that such liability shall be covered by the Association's policies of liability insurance. The Association shall maintain at its expense commercial general liability insurance covering actions by the Association providing for a limit of **not less than \$1,000,000 per incident, up to an aggregate of \$2,000,000**, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss thereof. The District and Association shall look solely to insurance for loss due to any damage, which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. Each party shall indemnify and defend the other against loss from their negligent acts and the negligent acts of their employees, agents, licensees, and volunteers. This provision shall not create a presumption or inference that any future damage or loss has been caused by Association and/or its members and volunteers, during the delivery of fish or visitation at the Facility, or otherwise. Each party shall indemnify and defend the other against loss from their willful acts and active negligence that may damage the Facility, CAW property, utility lines, appurtenant equipment, or their employees or agents.

18. Upon prior approval, Association members in good standing will be allowed to visit the Facility during normal workdays, between the hours of 9:00 A.M. and 3:00 P.M., no more than once per month. Visitation shall be limited to parties of five people, two hours per day, and subject to any CAW restrictions.

19. Failure to follow any of the preceding requirements may lead to termination of this MOA.

**EFFECTIVE DATE AND DURATION OF MOA**

20. This agreement will become effective upon signatures by designated representatives of District and Association and will remain in force until June 30, 2009. The terms and conditions of the MOA may be amended at any time, provided both parties to this MOA agree to such amendments in writing.

21. All written notifications herein provided to be given or which may be given by either party to the other, will be deemed to have been fully given when made in writing and deposited in the United States mail postage prepaid and addressed as follows:

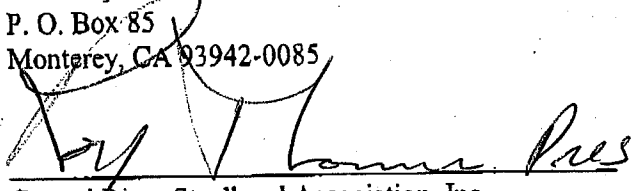
To: Monterey Peninsula Water Management District  
P. O. Box 85  
Monterey, CA 93942-0085

To: Roy Thomas, President  
Carmel River Steelhead Association  
P. O Box 1183  
Monterey, CA 93940

**EXECUTION**

IN WITNESS WHEREOF, the District and Association have caused this Memorandum of Agreement to be executed by an authorized official on the day and year set forth opposite their signature.

\_\_\_\_\_  
Monterey Peninsula Water Management District  
P. O. Box 85  
Monterey, CA 93942-0085

  
\_\_\_\_\_  
Carmel River Steelhead Association, Inc.  
P. O Box 1183  
Monterey, CA 93940

\_\_\_\_\_  
Date  
  
5/22/07  
\_\_\_\_\_  
Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2006

PRODUCER (831)624-1234 FAX (831)624-4605  
Carmel Insurance Agency, Inc.  
7th & San Carlos  
P.O. Box 6117  
Carmel, CA 93921-6117

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Carmel River Steelhead Association  
P.O. Box 1183  
Monterey, CA 93942

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	NIAC-Non Profit Ins. Alliance	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	200607847NPO	10/05/2006	10/05/2007	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	200607847NPO	10/05/2006	10/05/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER DIRECTORS & OFFICERS LIABILITY	200607847DONPO	10/05/2006	10/05/2007	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED RESPECTS USE OF PREMISES

### CERTIFICATE HOLDER

Monterey Peninsula Water Management District  
P.O. Box 85  
Monterey, CA 93942

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Matthew Little, CIC/JLR