

## EXHIBIT 6-A

Agreement No. **RA - DRAFT 2-19-14**

### Agreement for Professional Services

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

2. TERM. FORA shall commence work under this Agreement effective on **March 18, 2014** and will diligently perform the work under this Agreement until **March 18, 2015** or until the maximum amount of authorized compensation is reached. The term of the Agreement may be extended upon the mutual, written agreement of the parties to this Agreement.

3. COMPENSATION AND OUT-OF-POCKET EXPENSES. The maximum amount of compensation to FORA over the term of this Agreement is not-to-exceed **\$24,000 (Twenty Four Thousand Dollars)**, including out-of-pocket expenses, without the mutual, written agreement of the parties to this Agreement. 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 as set forth in **ATTACHMENT "A"**.

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

5. GENERAL PROVISIONS. The General Provisions set forth in **ATTACHMENT “B”** are hereby incorporated by reference into this Agreement. In the event of any inconsistency between the General Provisions and any other terms or conditions of this Agreement, the other terms or conditions shall control only insofar as they are inconsistent with the General Provisions.

6. ATTACHMENTS. The attachments referenced below and attached hereto are hereby incorporated by reference into this Agreement.

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

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

By \_\_\_\_\_ Date By \_\_\_\_\_ Date  
David J. Stoldt Michael A. Houlemard Jr.  
General Manager Executive Officer

## 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 its engineering/munitions remediation contractors, ARCADIS and Weston Solutions, as well as 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 for the planned expansion of the ASR site, for which MPWMD has an easement from the US Army.
- Review, prepare and process appropriate closure documents required by the US Environmental Protection Agency (“US EPA”), California Department of Toxic Substance Control (“California DTSC”), US Army, City of Seaside, and any other agencies, to enable implementation of the planned expansion of the ASR site.
- Review, prepare, and process the FORA Right of Entry as may be required for implementation of the planned site expansion work.
- Provide oversight to 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 expansion work.
- Provide MPWMD with Unexploded Ordnance (“UXO”) escort support during construction activities, including but not limited to underground excavations, grading soils, borings, cuts and fill as part of the site expansion work.

FORA billings for its staff, contractors and the estimated services of the US EPA and California DTSC shall be submitted quarterly, 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 at the following rates:**

- A. FORA Real Property and Facilities Manager at the rate of \$86 per hour,
- B. FORA Senior Project Manager at the rate of \$79 per hour,
- C. FORA Counsel at the rate of \$250 per hour,
- D. FORA Legal Consultant at the rate of \$200 per hour.

**FORA shall arrange for and provide the services of the following contractors or governmental agencies at FORA's cost plus 15% to cover FORA accounting and administrative costs:**

- A. ARCADIS
- B. Weston Solutions
- C. US 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 property and developing/approving any Right of Entry, as may be required; and
- Participating in US EPA, California DTSC, US 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 NOT AN AGENT. Except as MPWMD may specify in writing, FORA shall have no authority, express or implied, to act as an agent in any capacity whatsoever on behalf of MPWMD. Other than as specifically set forth in this Agreement, FORA shall have no authority, express or implied, to bind MPWMD to any obligation whatsoever.
  
4. 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.
  
5. INDEMNITY 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 the concurrent or successive passive negligence of each other, their officers, agents, employees or volunteers.

The parties understand 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.

6. 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.

ATTACHMENT C  
 MPWMD Santa Margarita Well Site Map

