

**AGREEMENT FOR ASSISTANCE IN IMPLEMENTING
A COMMUNITY OUTREACH PROGRAM**

THIS AGREEMENT is made and entered into this ___ day of _____, 2008, by and between the MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, hereinafter referred to as "AGENCY", and the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, hereinafter referred to as "DISTRICT", and as follows:

Recitals

1. The DISTRICT is in the process of developing a community outreach program.
2. The AGENCY has the staff and resources to properly perform the services specified herein.
3. The DISTRICT desires to retain the AGENCY to provide the services set out herein.

Terms and Conditions

In consideration of the mutual provisions contained herein, AGENCY and the DISTRICT agree to the following terms and conditions:

1. Scope of Services. AGENCY shall provide services as described in Exhibit A, attached hereto, consisting of one page, entitled "MONTEREY PENINSULA WATER MANAGEMENT DISTRICT Time & Cost Estimate Community Outreach Program FY 2008/09" in time frames to be determined by the parties.
2. Commencement of Services. AGENCY will commence work on services hereunder immediately upon, or prior to, execution of this Agreement by the parties hereto.
3. Term. This Agreement will take effect upon execution by the parties hereto, but its effective date shall be retroactive to the date AGENCY first performed services as described in Exhibit A, if said date occurs prior to execution hereof. This Agreement shall remain in effect until June 30, 2009, unless extended in writing by mutual agreement of the parties hereto; provided, however, that this Agreement may be terminated at any time by either party upon giving 30 days' prior written notice to the other party.
4. Compensation. For the services to be performed under this Agreement, DISTRICT shall compensate AGENCY at the hourly rate as described in Exhibit A. Compensation shall be paid monthly by DISTRICT upon receipt of written statement of charges from AGENCY. In the event of termination of this Agreement pursuant to Section 3 hereof, parties shall utilize the dispute resolution provisions herein below to determine how much, if any, of the total compensation shall be returned to DISTRICT.

5. Transportation. AGENCY shall, at its own cost and expense, provide all transportation required for the performance of the services under this Agreement.

6. Hold Harmless.

a) The DISTRICT shall defend, indemnify and hold harmless AGENCY, its officers, agents and employees from any and all claims, demands, damages, liabilities, losses and costs or expenses arising out of or resulting from any damages, injury or death caused solely by the DISTRICT or its employees or agents in the performance of the terms of this Agreement.

b) AGENCY shall defend, indemnify and hold harmless the DISTRICT, its officers, agents and employees from any and all claims, demands, damages, liabilities, losses and costs or expenses arising out of or resulting from any damages, injury or death caused solely by AGENCY or its employees or agents in the performance of the terms of this Agreement.

7. Skill of Employees. AGENCY shall ensure that any employees or agents providing services hereunder possess the requisite skill, training and experience to properly perform such services.

8. Insurance/Self Insurance. The Parties are either insured or self-insured as to any requirements under this Agreement. No policies or bonds are required of either party as to any provisions of this Agreement.

9. Workers' Compensation Insurance. AGENCY shall, at its cost and expense, at all times during the performance of services under this Agreement, maintain in force and effect workers' compensation insurance on any and all of its employees working pursuant to this Agreement in an amount not less than the minimum required by California law.

10. Independent Contractor. The parties agree that AGENCY shall be an independent contractor with regard to the providing of services under this Agreement, and that AGENCY's employees or agents shall not be considered to be employees or agents of the DISTRICT for any purpose and will not be entitled to any of the benefits the DISTRICT provides for its employees.

11. Compliance With Laws. AGENCY, its employees, agents and sub-contractors shall comply with all applicable state, federal and local safety regulations while performing services pursuant to this Agreement.

12. Dispute Resolution.

a) Dispute Resolution Procedure. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first seek to resolve the dispute in accordance with this Agreement, and the

parties must proceed through arbitration under this Agreement before filing any court action. If a dispute concerns any amounts to be paid to AGENCY by the DISTRICT, then the DISTRICT shall pay the amount demanded on time, under protest, notwithstanding that the DISTRICT has commenced or proposes to commence the dispute resolution procedures specified herein.

b) Duty to Meet and Confer. If any dispute under this Agreement arises, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. Each party shall make all reasonable efforts to provide to the other party all the information that the party has in its possession that is relevant to the dispute, so that both parties will have ample information with which to reach a decision.

c) Arbitration. If the dispute is not resolved within 15 days by meeting and conferring, the matter shall be submitted to arbitration. The parties shall jointly select a single arbitrator, or, if the parties are unable to agree, they shall each select an arbitrator, and the matter shall be handled by two arbitrators. The two arbitrators themselves may, if they deem it appropriate and warranted by the nature and significance of the dispute and after consultation with the parties, select a third arbitrator. Any person selected as an arbitrator shall be a qualified professional with expertise in the area that is the subject of the dispute, unless the parties otherwise agree. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator or arbitrators shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, either party files an action in court.

13. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

14. Interpretation. This Agreement has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

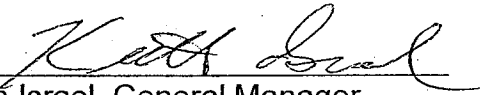
15. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

16. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover attorney's fees and costs from the losing party.

IN WITNESS WHEREOF, AGENCY and the DISTRICT each by its duly authorized representatives have executed this Agreement on the date first hereinabove set forth at Monterey, California.

MONTEREY REGIONAL WATER
POLLUTION CONTROL AGENCY

MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT

By 
Keith Israel, General Manager

By _____
Darby Fuerst, General Manager

Exhibit A

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT Time & Cost Estimate Community Outreach Program FY 2008/09

SCOPE OF WORK	HRS
<ul style="list-style-type: none"> • Assist the DISTRICT with community outreach duties to include material development, exhibits and displays and guidance with developing a Community Outreach Program. 	40

Community Relations Specialist

• 40 hours @ \$70.00/hour..... \$ 2,800.00

Subtotal..... \$ 2,800.00

• Overhead @ 10%..... \$ 280.00

TOTAL..... \$ 3,080.00

(Plus any
Direct Costs
Incurred)

