

**AMENDMENT #1 TO
THE MEMORANDUM OF UNDERSTANDING REGARDING FORT ORD WATER
AUGMENTATION AND A THREE-PARTY EFFORT TO STUDY ALTERNATIVES
EXECUTED MAY 13, 2016**

Except for the following amendments, all terms and conditions in the Memorandum of Understanding (MOU) remain the same:

WITNESSETH THAT:

G. July 2017 MRWPCA changed its name to Monterey One Water (M1W)

H. 2018 Consultant Contracting

- 1) In 2017 FORA solicited for consultants able to perform a Water Augmentation Planning Study and received zero responses.
- 2) In September 2017, as part of MCWD and MRWPCA negotiations, FORA Executive Officer facilitated a discussion between MCWD General Manager and MRWPCA General Manager. All three parties stated a preference for a three-party Water Augmentation Planning Study consultant to be contracted by MCWD, with the consultants deliverables approved by FORA.

4. Roles and Responsibilities

4.1. FORA responsibilities are as follows:

- 4.1.1. Participate in the needs assessment & data gathering for the Planning Study.
- 4.1.2. Participate in the community engagement planning.
- 4.1.3. Present and Participate in community engagement.
- 4.1.4. Establish a Technical Advisory Group.
- 4.1.5. Monitor consultant performance.
- 4.1.6. Select a Preferred Water Augmentation Mix consisting of an Additional Water Augmentation Project or projects.
- 4.1.7. Review and consider provision of FORA CIP mitigation funding for the implementation of the Recycled Water Project and an Additional Water Augmentation Project or Projects.
- 4.1.8. Approve/reject/or direct modification to the work product in respect to the product quality, and in respect to the evaluation of the delivered product when compared to the approved scope of work, prior to invoicing.

4.3. MCWD's responsibilities are as follows:

- 4.3.1. Lead Agency for Consultant selection and contracting.
- 4.3.2. Participate in the needs assessment & data gathering for the Planning Study
- 4.3.3. Consider and recommend a Preferred Water Augmentation Mix to the FORA Board
- 4.3.4. Participate in the community engagement planning

4.3.5. Review and consider provision of funding, including but not limited to FORA CIP mitigation funding, Ord Community service area rates, grants, and loans, for the implementation of the FORA Board-selected Additional Water Augmentation Project or projects.

4.3.6. Lead Agency for the implementation of the Preferred Water Augmentation Mix pursuant to Section 3.2.1 of the Facilities Agreement.

4.3.7. Participate in the Technical Advisory Group.

5. Funding

5.1. The Parties agree to fund the (TPP) with equal matching contributions.

5.2. Initial Consultant Costs of Up to \$150,000 of the \$471,000 total per section 2.4.

5.2.1. The Parties agree FORA will fund one-third of initial consultant costs up to \$50,000 in a given fiscal year.

5.2.2. The Parties agree MCWD will fund one-third of initial consultant costs up to \$50,000 in a given fiscal year.

5.2.3. The Parties agree PCA will fund one-third of initial consultant costs up to \$50,000 in a given fiscal year.

5.2.4. The Parties agree MCWD will invoice FORA one-third of the initial consultant invoice. FORA will pay MCWD's invoices within 30 days, up to \$50,000 in a given fiscal year.

5.2.5. The Parties agree MCWD will invoice PCA one-third of the initial consultant invoice. PCA will pay MCWD's invoices within 30 days, up to \$50,000 in a given fiscal year.

6. Requirements

6.1. The Parties agree that MCWD shall be the lead agency for the Planning Study and MCWD shall conduct the consultant selection process, negotiate a contract, and monitor contract performance.

8. Consultant/Contractor Selection for Study Work

8.1. A Selection committee will be established for the requirements development and review of requests and evaluation criteria, interviewing, evaluation of proposals, and selection of consultants and/or contractors to conduct the Study.

8.2. The committee shall be comprised of 3 staff members, 1 from each of The Parties.

9. Reimbursement for Consultant Work.

9.1. FORA and MCWD shall review Consultant work and deliverables.

9.2. The Technical Advisory Committee or FORA Staff shall approve/reject/or re-direct the work product in respect to the product quality, and in respect to the evaluation of the delivered product when compared to the approved scope of work, prior to invoicing.

9.2.1. Three-party agreement on the findings or recommendations presented in the work product is not required to invoice the parties for their fair share of the work completed by the consultant.

9.2.2. A majority of the three-parties, may initiate a Change Order (or Consultant Contract Amendment) to the planning study scope. In the case of a majority-initiated Change Order, the parties in favor of the Change Order shall split the costs of the Change Order equally.

9.3. Upon FORA approval of consultant’s work and/or deliverables per 9.2, MCWD shall invoice each party.

IN WITNESS WHEREOF, FORA, MCWD and MRWPCA execute this Amendment:

FORA

Approved as to form:

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

By _____
Jon Giffen _____
Authority Counsel Date

MCWD

By _____
Keith Van Der Maaten
General Manager

_____ Date

By _____
Roger Masuda
District Counsel

_____ Date

MRWPCA

By _____
Paul Sciuto
General Manager

_____ Date

By _____
Rob Wellington
Counsel

_____ Date