

REIMBURSABLE AGREEMENT

10-WC-20-4076

Between the
Bureau of Reclamation, Mid-Pacific Region
and the
Marina Coast Water District
for the
Monterey Regional Desalination Facility Project

1. **Introduction**

This Reimbursable Agreement (Agreement) for the Monterey Regional Desalination Facility Project (Project) is entered this ____ day of _____ 2010, pursuant to §1604 of Title XVI of Public Law 102-575 (P.L. 102-575), between the Marina Coast Water District (MCWD) and the United States Department of the Interior, Bureau of Reclamation, Mid-Pacific Region. This Agreement describes why and how MCWD will contribute \$20,000 to fund Reclamation's assistance to MCWD in conducting a feasibility study and associated reviews and assessments under applicable Federal cultural and environmental laws for the Project prior to Congress considering construction authorization and appropriations. MCWD and Reclamation are hereinafter referred to as "the Parties".

2. **Background**

Title XVI of P.L. 102-575 authorizes Reclamation to participate in evaluating the feasibility of water recycling projects. MCWD is developing a water reclamation project and is planning to construct facilities to desalinate intruded groundwater and distribute the resultant potable water in Monterey County coastal communities and the Monterey Peninsula. Reclamation will provide oversight and guidance to MCWD for preparing a feasibility report and developing environmental documentation for the Project.

3. **Responsibilities**

Responsibilities of the Parties to this Agreement are as follows:

3(a) *Reclamation's Responsibilities*

3(a)(1) Reclamation will review and comment on Project feasibility, environmental, and cultural resource documents prepared by MCWD referred to in Section 3(b)(1), *infra*.

3(a)(2) When funds contributed by MCWD are no longer needed by Reclamation due to the completion of work or termination of this Agreement, Reclamation's Finance Officer will determine the amount of excess funds available and will return the remaining funds to MCWD within 90 days of the date of such determination.

3(a)(3) By the end of each month, Reclamation will provide MCWD with a summary of costs incurred during the previous month in connection with this Project.

3(b) *MCWD's Responsibilities*

3(b)(1) In addition to preparing the feasibility report, MCWD will prepare all environmental and cultural resource documentation necessary to comply with the

National Environmental Protection Act, the Endangered Species Act, the National Historic Preservation Act, and all other pertinent Federal planning, environmental, and cultural resources laws, policies, and requirements.

3(b)(2) MCWD agrees to pay costs incurred by Reclamation for the oversight and execution of all pertinent work in support of the planning, review, and processing of the feasibility report and environmental compliance documentation for this Project. Such costs include, but are not limited to, the costs Reclamation incurs participating in public meetings; reviewing planning, feasibility, environmental, and cultural resource documentation; consulting with the U.S. Fish and Wildlife Service and other Federal and State agencies; and reviewing and adopting all required Federal documentation. These costs will include the appropriate salaries and costs of participating Reclamation staff (including benefits, overhead, travel, and *per diem*) and a proportionate share of Reclamation's administrative, project/program management, and overhead costs.

3(b)(3) MCWD will advance \$20,000 to Reclamation upon execution of this Agreement.

3(b)(4) Funds provided by MCWD will be deposited in a U.S. Treasury account which will be used by Reclamation to pay the costs described in Section 3(b)(2), *supra*. Funds must be deposited in such an account before any obligation or expenditure of funds.

3(c) Reclamation and MCWD's Responsibilities

Whenever the balance of funds received from MCWD under this Agreement is reduced down to \$2,500, Reclamation and MCWD will meet and discuss the remaining work required for completing any reports and associated analyses. Reclamation will provide written notification of the resultant cost and scope of the remaining work identified and agreed upon. Through this Agreement, the Parties intend that the cost of performing the work will be borne by MCWD rather than Reclamation, and MCWD will have control over whether or not Reclamation performs work in excess of the initial \$20,000 advance. Work under this Agreement will be immediately terminated if the advance balance is drawn down to \$0 and is not replenished.

4. Term of the Agreement

This Agreement shall remain in full force and effect from the date written above through, but not exceeding, December 31, 2012. This expiration date may be extended by mutual written agreement of the Parties.

5. Modification and Termination

This Agreement may be modified only through written mutual agreement of the Parties. This Agreement may be terminated for cause by either party after 60 days written notification by the Party requesting termination to the other Party.

6. Coordination and Progress Reports

6(a) The Parties will meet as necessary to discuss all matters relevant to this Agreement.

6(b) The need for progress reports, if any, shall be determined in task orders prepared and agreed to under this Agreement.

6(c) Work performed under this Agreement is subject to examination and audit.

7. Obligations, Restrictions, and Benefits

7(a) Nothing in this Agreement obligates the United States to any current or future expenditure of federal funds in the absence or the advancement of the availability of appropriations from Congress.

7(b) Nothing in this Agreement restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

7(c) No member of, or delegate to, Congress shall be admitted to any share or part of this Agreement, or any benefits that may arise wherefrom; but this provision shall not be construed to extend to the Agreement if made with a corporation for its benefit.

8. Points of Contact for this Agreement

Bureau of Reclamation
Ms. Michelle L. Denning
Regional Planning Officer
2800 Cottage Way (MP-700)
Sacramento, California 95825
(916) 978-5062

Marina Coast Water District
Mr. Jim Heitzman
General Manager
11 Reservation Road
Marina, CA 93933
(831) 384-6131

In Witness Whereof, the Parties execute this Agreement on the date and year written above.

Bureau of Reclamation

By: _____
Mr. Donald R. Glaser
Regional Director, Mid-Pacific Region

Date: _____, 2010

Marina Coast Water District

By: _____
Mr. Jim Heitzman
General Manager

Date: _____, 2010