

AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE [_____*INSERT NAME OF MEMBER AGENCY*_____] FOR CONTRIBUTION OF FUNDING TOWARD THE GSP DEVELOPMENT BUDGET

Whereas, the Owens Valley Groundwater Authority (“OVGA”) is a joint powers authority duly formed under the laws of the State of California for the purpose of implementing the Sustainable Groundwater Management Act, Part 2.74 (commencing with Section 10720) of Division 6 of the California Water Code, in the Owens Valley Groundwater Basin; and

Whereas, [_____*INSERT NAME OF MEMBER AGENCY*_____], a _____ (“Member Agency”), is a forming Member of the OVGA and party to the OVGA Joint Powers Agreement (OVGA-JPA); and

Whereas, Article II Section 4 of the OVGA-JPA sets forth the requirement that the OVGA adopt a GSP Development Budget; and

Whereas, on October 26, 2017, the OVGA Board of Directors adopted a final GSP Development Budget, attached herewith as Exhibit A, in the total amount of \$747,585 for a three-year period (or \$249,193 per year); and

Whereas, Article IV Section 1 of the OVGA-JPA sets forth the method by which OVGA Members shall fund the GSP Development Budget, specifically requiring that “Each Member shall make a legally binding commitment of its financial contribution toward the multi-year GSP Development Budget,” and that such commitment “shall set the Member’s maximum financial contribution to the GSP Development Budget”; and

Whereas, each Member’s contribution will directly affect and result in the Member’s voting share as set forth in Article IV Section 2 of the OVGA-JPA, with a contribution of approximately \$22,654 per year required to establish a Member as a “Funding Member” and entitle such Member to four (4) votes; and

Whereas, the OVGA and the Member Agency (sometimes referred to herein individually as a “Party” and collectively as the “Parties”) desire to enter into this Agreement to satisfy the OVGA-JPA’s requirement for the Member Agency to make a legally binding commitment of its financial contribution toward the GSP Development Budget; and

Whereas, the Member Agency authorized its Primary or Alternate Director appointed to the OVGA Board of Directors to enter into this Agreement on its behalf at its meeting held on _____.

Now, therefore, the OVGA and the Member Agency agree as follows:

1. Effective _____, and continuing until this Agreement is terminated, the Member Agency shall make an annual contribution toward the GSP Development Budget of

_____ dollars (\$_____) (“Contribution Amount”) unless adjusted pursuant to Article IV Paragraph 1.1 of the OVGA-JPA. For purposes of the Member Agency’s first Contribution Amount, the Member Agency shall pay one third of its first Contribution Amount within 30 days after receiving an invoice from the OVGA and shall pay the remainder on or before July 2, 2018. After the OVGA’s annual review and adjustment of the GSP Development Budget in subsequent years, the OVGA shall send the Member Agency an invoice for that year’s specific Contribution Amount. Within 30 days after the invoice is sent, the Member Agency shall make payment in the full amount of the invoice to the OVGA, in care of its treasurer and fiscal agent.

2. Pursuant to Article IV Section 2 of the OVGA-JPA, the Member Agency’s commitment to make the Contribution Amount shall provide the Member Agency with ___#___ votes (2 + ___); provided, that the additional votes beyond the first two shall not be acquired if the Member Agency fails to pay the full amount of the invoice as required by this Agreement unless and until such payment is made; provided further, that the number of additional votes beyond the first two provided to the Member Agency shall be adjusted upon modification of the GSP Development Budget as set forth in Article IV Section 1.1 of the OVGA-JPA.

3. This Agreement shall terminate after the GSP has been adopted by the OVGA in a manner consistent with the OVGA’s adoption of its subsequent annual budget pursuant to Article IV of the OVGA-JPA. Otherwise, it may only be terminated upon the express agreement of all Parties or upon the OVGA’s termination for cause of the Member Agency’s participation in the OVGA as provided in Article VI Section 1 of the OVGA-JPA.

4. This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the Parties, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

5. Any notice, communication, amendment, addition, or deletion to this Agreement, including any change of address of either Party during the term of this Agreement, which the Parties shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first-class mail to the respective Party as follows:

OVGA:

Member Agency:

6. This Agreement is the joint product of the OVGA and the Member Agency and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of the Parties and shall not be construed for or against any Party.

This Agreement is entered into this _____ day of _____ by:

Owens Valley Groundwater Authority

Fred Stump, Chairman

[insert agency name]

[name][title]

DRAFT