

## **AGREEMENT FOR CONTRIBUTION TO FUNDING DEEP AQUIFER INVESTIGATION**

between the

**SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY**

and

**MONTEREY COUNTY WATER RESOURCES AGENCY**

**WHEREAS**, the Monterey County Water Resources Agency (“MCWRA”) is a flood control and water agency established in 1990 by special act of the state legislature codified at Water Code Appendix Chapter 52, and is the successor to the Monterey County Flood Control and Water Conservation District established in 1947, also by special act of the state legislature; and

**WHEREAS**, in 2014 the California legislature enacted that set of laws that has become known as the Sustainable Groundwater Management Act (“SGMA”); and

**WHEREAS**, in 2016, pursuant to SGMA, various eligible entities within the Salinas Valley Groundwater Basin formed a Joint Powers Authority known as the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”); and

**WHEREAS**, pursuant to SGMA, the SVBGSA is charged with creating and implementing plans to achieve sustainability in the various groundwater subbasins within the Salinas Valley Groundwater Basin; and

**WHEREAS**, one of those subbasins is the 180/400-foot aquifer subbasin which consists of at least two water bearing aquifers, one generally 180 feet below the surface and the other generally 400 feet below; and

**WHEREAS**, underneath the 400-foot aquifer are one or more water bearing layers commonly known as the “Deep Aquifers;” and

**WHEREAS**, very little is known about the nature, characteristics and extent of the Deep Aquifers, which may extend beyond the boundaries of the 180/400-foot subbasin; and

**WHEREAS**, it has become increasingly important to study the Deep Aquifers to understand what role they play within the Salinas Valley Groundwater Basin, and how they might relate to achieving sustainability; and

**WHEREAS**, the SVBGSA is authorized under SGMA to undertake investigations in aid of its responsibilities; and

**WHEREAS**, various members of the SVBGSA and other interested parties, including the MCWRA, have expressed a desire to contribute to an investigation into the Deep Aquifers; and

**WHEREAS**, there is a public purpose to be served by conducting an investigation into the Deep Aquifers; and

**WHEREAS**, it is necessary and appropriate to document the contributions towards an investigation.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Effective Date and Term.**

This Agreement shall be effective upon the date last signed by a Party, which date is 4/20/2022 | 3:24 PM PDT and shall terminate upon completion of the Deep Aquifer investigation.

**2. MCWRA Obligations.**

MCWRA shall contribute to the funding of an investigation into the Deep Aquifers to be undertaken by the SVBGSA. Not later than June 30, 2023, MCWRA shall pay to the SVBGSA the sum of \$340,000 in two equal installments of \$170,000. The first installment shall be paid to the SVBGSA no later than April 30, 2022 for study initiation, and the second installment no later than June 30, 2023.

MCWRA shall not be required to contribute or pay any further or additional sum for the funding of the Deep Aquifer investigation other than MCWRA's contribution specified in this Paragraph 2 unless agreed to in writing by the Parties.

**3. SVBGSA Obligations.**

All funds received by the SVBGSA from MCWRA shall be used solely and exclusively to fund an investigation into the Deep Aquifers.

**4. Refund of Contribution.**

If the SVBGSA fails to initiate the Deep Aquifer investigation by July 1, 2022 the SVBGSA shall refund to MCWRA any contribution it has made up to that date. If the investigation is terminated for reasons beyond the reasonable control of the SVBGSA, the SVBGSA shall refund to MCWRA its contribution less a proportionate amount to cover reasonable and necessary costs associated with the conduct of the investigation through its termination date.

**5. SVBGSA Default and Remedy.**

The SVBGSA shall be in default of its obligations herein if the SVBGSA does not utilize the MCWRA contribution as part of the funding for the Deep Aquifer investigation.

Should the SVBGSA be in default of its obligations, as set forth above, MCWRA shall provide written notice to the SVBGSA. The SVBGSA shall have 21 days from the date of the

notice to remedy the default by removing any Directors it has appointed to the SVBGSA Board of Directors not in compliance with the procedures in the JPA Agreement. Should SVBGSA fail to remedy the default within the time specified, MCWRA shall be entitled to any and all remedies available in law and equity, including specific performance.

6. **MCWRA Default and Remedy.**

MCWRA shall be in default of its obligations herein if it does not make the MCWRA Contribution in the amounts and by the dates indicated in Paragraph 2.

Should the MCWRA be in default of its obligations, as set forth above, the SVBGSA shall provide written notice to MCWRA shall have 21 days from the date of the notice to remedy the default by making the required payment. Should MCWRA fail to remedy the default within the time specified, the SVBGSA shall be entitled to any and all remedies available in law and equity, including specific performance.

7. **Miscellaneous Provisions.**

A. Execution in Counterparts and Electronically.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile or electronic signatures shall be binding.

B. Complete Agreement.

The foregoing constitutes the full and complete agreement of the Parties. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

C. Amendment.

This Agreement may be amended from time-to-time upon mutual consent of the Parties. Such amendments shall be in the form of a writing signed by each Party.

D. Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth below:

**For SVBGSA:**

General Manager  
P.O. Box 1350  
Carmel Valley, CA 93924  
(831) 471-7518  
meyersd@svbgsa.org

**Copy to:**

SVBGSA Counsel  
168 W. Alisal St., 3rd Floor  
Salinas, CA 93901  
girardlj@co.monterey.ca.us

**For MONTEREY COUNTY  
WATER RESOURCES AGENCY:**

General Manager  
1441 Schilling Place, North Bldg.  
Salinas, CA 93901  
(831) 755-4860  
bucheb@co.monterey.ca.us

**Copy to:**

Kelly Donlon  
168 W. Alisal St, 3<sup>rd</sup> Floor  
Salinas, CA 93901  
donlonkl@co.monterey.ca.us

**E. Assignment or Delegation.**

The rights and duties of the Parties may not be assigned or delegated without the written consent of the other Party. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Parties then in effect.

**F. Applicable Law.**

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement.

**G. Construction.**

The Parties acknowledge that the Parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

**H. Severability and Validity of Agreement.**


Should any part, term or provision of this Agreement, be decided by the courts or the legislature to be illegal, in excess of either Party's authority, in conflict with any law of the State, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Party hereby agrees it would have entered into this Agreement upon the same remaining terms as provided herein.

**I. Time of the Essence.**

Time is of the essence of this Agreement and of each and every one of the provisions contained herein.


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SALINAS VALLEY BASIN  
GROUNDWATER SUSTAINABILITY  
AGENCY

DocuSigned by:  
  
By \_\_\_\_\_  
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Donna Meyers  
General Manager

Dated: 4/20/2022 | 3:24 PM PDT

MONTEREY COUNTY WATER  
RESOURCES AGENCY

DocuSigned by:  
  
By \_\_\_\_\_  
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Brent Buche  
General Manager


Dated: 4/20/2022 | 8:47 AM PDT

APPROVED AS TO FORM

DocuSigned by:  
  
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Leslie J. Girard  
SVBGSA Counsel


4/20/2022 | 9:15 AM PDT

APPROVED AS TO FORM

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22D690CA05A940B...  
Kelly L. Donlon  
MCWRA Counsel

4/20/2022 | 8:44 AM PDT

**APPROVED AS TO FISCAL FORM**

DocuSigned by:  
  
\_\_\_\_\_  
811E393569B9474...  
Deputy Auditor/Controller

**4/26/2022 | 4:15 PM PDT**