

INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT

This Intellectual Property Rights Transfer Agreement (“Agreement”) is entered into as of March 1, 2024 (“Effective Date”), by and between Grower Shipper Association of Central California, Inc., a California nonprofit corporation (“GSA”) and Monterey County Water Resources Agency (“MCWRA”). GSA and MCWRA may be referred to individually as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. Recitals.

1.1 GSA is an association whose members are engaged in agricultural production in Central California.

1.2 MCWRA is a special act agency of the State of California with duties and responsibilities set forth in Chapter 52 of the California Water Code Appendix, and is the successor to the Monterey County Flood Control and Water Conservation District.

1.3 GSA engaged FlowWest to analyze Salinas River hydraulics during March 2023 flood events that caused significant damage to its members and other landowners in the Salinas Valley. This effort required development of updates to a hydraulic computer model (“Model”) of the Salinas River from approximately Bradley to the Monterey Bay created by FlowWest (FlowWest 2015) in support of the Channel Maintenance Program (now known as the “SMP” or “Stream Maintenance Program”).

1.4 GSA desires to transfer ownership of the updates to the Model (“Intellectual Property”) to MCWRA for further development and implementation of SMP activities with SMP partners.

2. Transfer of Intellectual Property. Subject to the terms and conditions of this Agreement, for good and valuable consideration receipt of which is acknowledged, as of the Effective Date GSA transfers and assigns the Intellectual Property to MCWRA, and MCWRA accepts such transfer and assignment.

3. Use of Intellectual Property. MCWRA shall use best efforts to utilize the Intellectual Property as follows:

- Use the Intellectual Property in a way that is consistent with MCWRA’s obligations relating to reservoir operations and flood management.
- To maintain and update the Intellectual Property to continue to support flood forecasting and flood risk management projections as is reasonably practicable for such activities.

4. Representations of GSA. GSA represents to MCWRA as follows:

4.1 Organization, Standing, and Authority. GSA is a non-profit corporation duly organized under the laws of the State of California.

4.2 Authorization of Agreement; Authority. The execution, delivery and performance of this Agreement by GSA has been duly authorized by all necessary corporate action of GSA, and this Agreement constituted the valid and binding obligation of GSA, enforceable in accordance with its terms.

4.3 Ownership of Intellectual Property. GSA is the sole owner of the Intellectual Property and no third party has any claim, right or interest therein.

4.4 Litigation, Compliance with Laws. There are no judicial or administrative actions, proceedings or investigations pending or, to the best of GSA's knowledge, threatened, that question the validity of this Agreement, or any action taken or to be taken by GSA in connection with this Agreement.

5. Representations of MCWRA. MCWRA represents to GSA as follows:

5.1 Authorization of Agreement; Authority. The execution, delivery and performance of this Agreement by GSA has been duly authorized by all necessary action of MCWRA, and this Agreement constituted the valid and binding obligation of GSA, enforceable in accordance with its terms.

5.2 Litigation, Compliance with Laws. There are no judicial or administrative actions, proceedings or investigations pending or, to the best of MCWRA's knowledge, threatened, that question the validity of this Agreement, or any action taken or to be taken by MCWRA in connection with this Agreement.

6. No Warranty. GSA makes no representation or warranty regarding the Intellectual Property and/or its content. GSA shall have no obligation or liability regarding MCWRA's use of the Intellectual Property or the success or failure of any policy or act taken by MCWRA. MCWRA shall indemnify and hold harmless GSA from any claim arising out of MCWRA's use of the Intellectual Property.

7. General Provisions.

7.1 Amendment. This Agreement may not be amended, modified or supplemented except by a written agreement executed by all the Parties.

7.2 Assignment. No assignment or transfer by any Party of their respective rights and obligations hereunder shall be made except with the prior written consent of the other Party.

7.3 Attorneys' Fees. In the event any Party institutes an action or proceeding to enforce any rights arising under this Agreement, the Party prevailing in such action or proceeding shall be paid all reasonable attorneys' fees and costs.

7.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns, and any reference to a Party hereto shall also be a reference to a permitted successor or assign.

7.5 Captions. The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

7.6 Complete Agreement. This Agreement constitutes the complete and exclusive statement of agreement among the Parties with respect to the subject matter herein and therein replace and supersede all prior written and oral agreements or statements by and among the Parties. Civil Code section 1698 does not apply to this Agreement.

7.7 Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California.

7.8 Exhibits. The Exhibits attached hereto are incorporated into and made a part of this Agreement

as if set out in full in this Agreement.

7.9 Jurisdiction and Venue. The making of this Agreement is in Monterey County, California.

7.10 Notices. All notices and other communications to be made pursuant to this Letter shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom service is given, or on the second day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

Grower-Shipper Association of Central California
512 Pajaro Street
Salinas, CA 93901
Contact: *Christopher Valadez, President*

Monterey County Water Resources Agency
1441 Schilling Place, North Bldg.
Salinas, CA 93901
Contact: Jason Demers, Senior Water Resources Engineer - Operations

or to such other representative or at such other address of a Party as such Party hereto may furnish to the other Parties in writing.

7.11 Representation. The Parties have had the opportunity to be represented by independent legal counsel of its own choice, and this Agreement was prepared with the joint input of all Parties and shall not be construed in favor of or against any party to the Agreement. The Parties further acknowledge that this Agreement was executed freely and voluntarily and with the opportunity for each Party to receive the advice of independent legal counsel.

7.12 Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. If any provision of the Agreement is held invalid or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

7.13 Waiver. A waiver by one Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

IN WITNESS WHEREOF, Parties intend to be legally bound and have caused this Agreement to be executed as of the last date of signature.

[Signatures on following page]

MONTEREY COUNTY WATER RESOURCES AGENCY

By: _____

Name: Ara Azhderian

Title: General Manager

Date: _____

GROWER SHIPPER ASSOCIATION OF CENTRAL CALIFORNIA, INC.

By: Christopher Valdez

Name: Christopher Valdez

Title: President

Date: 3-1-2024