AGREEMENT FOR KERN GROUNDWATER BASIN
UNDISTRICTED AREAS MANAGEMENT ACTIVITIES

THIS AGREEMENT is made and effective as of September 1, 2017, by and between the public agencies executing this Agreement below, sometimes referred herein collectively as “Parties.”

RECITALS

WHEREAS, the Parties, all property owners within the Undistricted Areas of the Kern County Subbasin, have been meeting to discuss potential activities to collectively better manage groundwater resources within the Kern Subbasin, and wish to engage one or more consultants to evaluate and develop alternatives toward that end, which may include development of a collective Groundwater Management Plan (pursuant to Water Code Sections 10750, et seq.) or other alternatives.

WHEREAS, as an interim step, pending a more complete understanding of options available for enhanced groundwater management activities and in order to allow time to discuss these important issues with the governing boards of the Parties hereto, the Parties enter this agreement to fund, on an interim basis, evaluation of potential activities to collectively better manage groundwater resources within the Undistricted Areas of the Kern County Subbasin, with the objective of reevaluating this arrangement in the next several months, which may lead to implementation of a more formal arrangement, or some other approach yet to be determined.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1) Purpose:

This Agreement provides the terms for the sharing of specified costs on an interim basis relating to evaluating potential activities to collectively better manage groundwater resources within the Undistricted Areas of the Kern County Subbasin and/or document existing efforts in that regard. Such costs will include retaining one or more consultants to assist with carrying out this objective and purpose.

2) Consultants:

To carry out the purposes of this Agreement, the Steering Committee (or its designees upon approval by the Steering Committee) may retain the services of
an engineer, engineering firm, agency, consultants and/or other qualified individuals.

3) **Steering Committee**

   a) **Steering Committee**: The Parties agree to form an steering committee composed of 7 representatives designated by the Parties (herein referred to as the “Committee”). In addition each member may designate an alternate to serve in the event its representative is unable to participate in the work of the Committee. The Committee shall appoint one of its own to serve as chairman of the Committee and any other positions deemed necessary. The Committee may create such subcommittees as it deems necessary or appropriate, the members of which shall serve at the pleasure of the Committee.

   b) **Committee Responsibilities**: The Committee shall have the following responsibilities: 1) retain consultant(s) to carry out the purposes of this Agreement; 2) determine the appropriate scope of work and budget of any consultant; 3) supervise all work of the Consultants and review and approve payment of Consultant invoices; and 4) make other reports and recommendations to the Parties as appropriate. The Committee shall endeavor to reach a consensus on all decisions, but in the event a unanimous decision is not possible, a majority vote of the Committee is required for approval of any decision.

   c) **Fiscal Agent**: Kern County shall serve as Fiscal Agent and shall receive all funds contributed pursuant to the Agreement, establish separate accountings to receive such funds, and make disbursements of funds in the manner and amount determined and approved by the Committee from such account.

   d) **Procedures**: The Fiscal Agent shall promptly provide a copy of all consultant invoices covered by this Agreement to each member of the Committee and schedule a telephone conference in order for each Committee member to promptly review the invoices and notify the Fiscal Agent of his/her approval, disapproval or recommended adjustment to a Consultant invoice. Alternatively, the Committee may provide for approval of such invoices if within budgeted amounts and no Committee member tamely objects to payment of same by email.

   e) **Funding**: The Parties shall transfer to the Fiscal Agent, in the amounts specified by this Agreement, monies necessary and approved by the Committee to fund the work of the Consultants. The Fiscal Agent shall notify the Parties, as the
Committee determines appropriate, when it is necessary for a “call” for payment of funds pursuant to this Agreement in order to maintain a balance in the account sufficient to pay the necessary and proper fees, costs and expenses.

f) Cost Sharing:

i. Funding Contributions: Funds provided pursuant to this Agreement shall be allocated between the Parties in equal shares.

ii. Funding Limit: The total cost sharing authorized by the Parties to this Agreement shall not exceed _______ per party, absent the prior written consent of all the parties. Any funds remaining with the Fiscal Agent at the expiration of this Agreement shall be promptly refunded to the Parties in proportion to their respective contributions, or otherwise transferred as the Parties so direct.

4) **Term**: This Agreement shall become effective upon having executed this Agreement by September 1, 2017. Once effective this agreement shall continue in full force and effect through December 31, 2017, unless and to the extent extended in writing by the Parties or earlier superseded by some other arrangement among the Parties.

5) **Miscellaneous**:

a) **Notices**: Written Notices to Parties hereunder shall be sufficient if delivered to the respective Party at the address or email address shown below.

b) **Amendments**: This Agreement may be amended, or renewed, in writing at any time and from time to time by unanimous consent of all the Parties.

c) **Complete Agreement**: The foregoing constitutes the full and complete Agreement of the Parties. There are no oral understandings or agreements concerning the subject matter of this Agreement not set forth in writing herein.
d) **Severability:** Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable Federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts; terms or provisions hereof shall not be affected thereby.

e) **Multiple Originals/Authority:** This Agreement may be executed in counterparts, each of which shall be deemed an original. Each of the undersigned represent they have the authority to execute this document.

f) **Precedent** The terms and conditions of this Agreement do not constitute and shall not be construed to be any form of precedent with regard to any future agreement among the Parties with regard to groundwater management within the Undistricted Areas of the Kern County Subbasin. All parties expressly reserve all claims, rights and interests with regard to any such subjects and future agreements.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed, the day and year first-above written.

Name of Agency: ______ Kern County

Address: ______ 1115 Truxtun Avenue, Bakersfield, CA 93301

Signature: ______________________________________

Title: __________________________________________

Date: __________________________________________

E-mail: _________________________________________