Coordination Agreement for Groundwater Sustainability Planning for Salinas Valley Groundwater Basin

I.   STATEMENT OF MUTUAL BENEFITS AND INTEREST

This Coordination Agreement for Groundwater Sustainability Planning for Salinas Valley Groundwater Basin ("Agreement") is hereby made and entered into by and among the Arroyo Seco Groundwater Sustainability Agency ("ASGSA") and _____ with management responsibilities within the Salinas Valley Groundwater Basin and its subbasins (collectively, "Basin") under the Sustainable Groundwater Management Act ("SGMA") (collectively, the "Cooperating Agencies" or "Parties"; individually, "Cooperating Agency" or "Party").

II.   PURPOSE

The Cooperating Agencies share a common interest and mission with respect to maintaining a sustainable groundwater basin. The Cooperating Agencies recognize that this common interest and mission can be better accomplished if their efforts are communicated, coordinated and facilitated. As such, through this Agreement, the Cooperating Agencies agree to work together and support each other towards preparing and adopting coordinated multiple groundwater sustainability plans for the Basin as allowed under SGMA section 10727(b)(3).

III.   AGREEMENT

The Cooperating Agencies agree to:

1. Recognize and support the position that each GSA will prepare a separate groundwater sustainability plan by sharing of data and methodologies as required under section 10727.6 of SGMA.

2. Assist any effort that may further the purpose of this Agreement to the extent practicable.

3. Attend regular meetings held by the Cooperating Agencies to monitor sustainability planning and to identify opportunities that may further the purpose of this Agreement.

4. Maintain effective and consistent communication and collaboration between and among the Cooperating Agencies.

5. To the greatest extent feasible, carry out the Cooperating Agencies' separate activities in a coordinated and mutually beneficial manner in furtherance of this Agreement and the purposes and requirements of SGMA.

IV. PARTY AUTONOMY

1. Parties to this Agreement, and their respective agencies and offices, will implement the activities of this Agreement in a manner that defines, supports, and maintains their autonomy and utilize their own resources in pursuing these objectives.

2. Parties to this Agreement are not obligated to make expenditures of funds or provide services in order to implement this Agreement.

3. This instrument in no way restricts the Cooperating Agencies, or any cooperating third parties, from participating in similar activities with other public or private agencies, organizations, and individuals or from implementing groundwater sustainability planning in accordance with SGMA and other applicable statutes, regulations, or policies.

4. Cooperating Agencies acknowledge that this Agreement shall not give rise to any Cooperating Agency's claim against any other Party for compensation for any loss, damage, personal injury or death arising from or in any way connected with the performance of this Agreement; and each Party hereto expressly waives any such claims.

5. It is expressly declared that this Agreement hereby does not constitute a partnership, joint venture, agency or contract of employment between the Cooperating Agencies or any of them.

6. It is agreed and understood by the Parties hereto that this Agreement has been arrived at through negotiation and that no Party is to be deemed the Party which prepared this Agreement within the meaning of Civil Code section 1654.

V. NONBINDING AGREEMENT

This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The Parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose of this Agreement. Nothing in this Agreement authorizes any of the Parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the Parties require execution of separate agreements, and the negotiation, execution, and administration of these separate agreements must comply with all applicable law.

VI. TERM

This Agreement will become effective with and upon the last date appearing opposite the signatures below by the Cooperating Agencies ("Effective Date") and shall

remain in effect for a maximum period of five (5) years from the Effective Date, or until such time as the Agreement is dissolved by mutual agreement.

VII. AMENDMENT

Any amendment to the Agreement must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials of the Cooperating Agencies, prior to any changes becoming effective.

VIII. TERMINATION

At any time within the term of the Agreement, any signatory may withdraw from participating in this Agreement after thirty (30) days advance written notice to the other signatories. The remaining approving signatories may continue the provisions of this Agreement until the expiration of its term. The Agreement may also be dissolved by mutual agreement of the Cooperating Agencies.

IN WITNESS whereof, the Parties hereto have executed this Coordination Agreement for Groundwater Sustainability Planning of the Salinas Valley Groundwater Basin as of the last date appearing opposite the signatures below.

_____

Agency Name

_____

Signature

By:_____   Date:_____

Its authorized representative

_____

Agency Name

_____

Signature

By:_____   Date:_____

Its authorized representative
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Agency Name

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Signature

By:_____   Date:_____

Its authorized representative
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Agency Name

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By:_____   Date:_____

Its authorized representative
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Agency Name

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By:_____   Date:_____

Its authorized representative
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Agency Name

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Signature

By:_____   Date:_____

Its authorized representative
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