

AGENDA
Ojai Basin Groundwater Management Agency
Meeting of October 29, 2020
Meeting Time 3:00 pm

Zoom Teleconference Meeting

Phone: (805) 640-1207 **Web site:** obgma.com

Email address: obgma@aol.com

“Note: Due to staffing and facility availability on Thursday, October 29, 2020, **OBGMA will hold its regular board meeting at 3:00 p.m.**, not the normally scheduled time of 5:00 p.m.”

Pursuant to Governor Newsom's Executive Order N-25-20, Board Members of the Ojai Basin Groundwater Management Agency will participate in this meeting via a teleconference from separate locations.

In the interest of maintaining appropriate social distancing, this meeting will be available through:

For Public Call In Participation:

1. Zoom Dial In Information: 1-669-900-9128, Meeting ID: 827 5712 7464, Password: 218792.

For Public Viewing

2. The OBGMA.com Website;
3. City of Ojai YouTube Channel at:
<https://www.youtube.com/channel/UC3DhCB5Z1DynNC7n8qcNeDQ/live> (2 Minute delay of transmission)
4. Spectrum Channel 10.

Public Comments: Members of the public who Call In may provide public comment. Please wait until the Board Chair ask if any members of the public wish to comment. This will provide for orderly participation during the meeting.

Members of the public may also submit written public comments may do so in advance via e-mail no later than 12:00 p.m. on the day of the meeting. Public comment e-mails should be sent to OBGMA@aol.com.

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. DIRECTOR ANNOUNCEMENTS/REPORTS/COMMENTS

- Mutuals:
- Ojai Water Conservation District:
- City of Ojai:
- Casitas Municipal Water District – Lake Level:
- Community Facilities District - CMWD Ojai Service Area:

4. GENERAL MANAGER COMMENTS

5. BASIN STATUS REPORTS

- Current Status of Basin: Input, Output and Storage

6. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

The Board will receive comments from the public at this time. Other than for emergency items, no action can be taken during this period. Matters raised at this time may be briefly discussed by the board and will generally be referred to staff and/or placed on a subsequent agenda.

7. CONSENT ITEMS: Directors may pull an item off of consent items for discussion and act

- a. Approve Minutes of September 24, 2020 Regular Meeting

8. ACTION ITEMS:

- a. **Treasurer's Report for September 2020 (Budget Actual, Disbursements, Cash Flow, Grant Expenses and Extraction Charges by Period.)**

Board to Review and Approve.

- b. **OBGMA Meeting Schedule for November and December 2020**

Board to discuss its interest in consolidating the November 26 and December 31, 2020 Regular Meetings to accommodate for the holiday season. (Available dates: Dec. 1, Dec. 4 & Dec. 11.)

- c. **Ojai Water Conservation District Office Sharing Agreement**

Board review and provide comment on the draft Office Sharing Agreement.

- d. **General Manager Review/Recognition**

Board to provide comments on the General Manager's performance and to recommend Agency focus for 2021.

9. Information Items:

10. ADJOURNMENT: The next regular board meeting is scheduled for December ?, 2020, 5:00pm, in the Council Chambers, Ojai City Hall, 401 South Ventura Street, Ojai, CA 93023. However, it is expected the meeting will continue to be held as a Zoom Teleconferencing Meeting at 3:00 p.m. that day. (**Note: Board will decide at their meeting of October 29, 2020 the date for the combined November and December Meetings.**)

OBGMA **OBGMA – Agenda October 29,**
Budget Actuals FYTD 19/20 **2020 – Item #8a.**

	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	20-Apr	20-May
Beginning Bank Balance								
Checking	2,711.15	18,925.09	16,279.17	9,614.41	28,318.91	11,425.91	3,932.48	9,801.27
Savings	114,865.20	114,865.20	129,865.20	129,896.37	129,896.37	139,896.37	139,927.09	129,927.09
	117,576.35	133,790.29	146,144.37	139,510.78	158,215.28	151,322.28	143,859.57	139,728.36
Income								
Returned Check Charges	-	-	-	-	5.00	-	-	-
GSP Extraction Fees	-	-	-	-	-	-	-	-
Well Head Fee	6,240.00	3,510.00	1,105.00	7,995.00	1,690.00	975.00	520.00	1,625.00
Interest Charges	2.05	12.00	-	11.00	6.50	297.42	29.37	1.25
Recordation Fee	400.00	245.00	85.00	595.00	130.00	75.00	40.00	115.00
Extraction Charges	24,597.14	13,134.99	1,889.25	20,152.53	1,173.81	4,441.93	20,138.32	1,465.22
Short Payments	-	-	-	-	-	-	(35.49)	(12.50)
Savings Acct Interest	-	-	31.17	-	-	30.72	-	-
Total Income	31,239.19	16,901.99	3,110.42	28,753.53	3,005.31	5,820.07	20,692.20	3,193.97
Total Income	31,239.19	16,901.99	3,110.42	28,753.53	3,005.31	5,820.07	20,692.20	3,193.97
Expense								
Computer Repairs	-	378.97	-	-	-	-	-	-
Print Advertising	-	-	-	-	-	-	-	189.00
Liability Insurance	2,134.00	-	-	-	-	-	-	-
Postage and Delivery	271.99	-	-	2.40	-	-	17.99	67.99
Medical Reimbursement	150.00	150.00	150.00	150.00	150.00	-	-	-
Bank Service Charges	5.00	-	-	5.00	-	-	-	-
Workers Comp Ins	-	-	-	-	-	310.64	-	-
Office Supplies	1,227.95	-	281.27	373.72	159.29	584.98	16.99	16.99
Payroll Expenses	2,993.88	2,834.97	2,894.71	3,452.55	3,933.74	2,062.75	2,267.74	2,624.40
Professional Fees	6,055.93	1,180.00	6,307.64	2,710.79	5,263.98	9,801.63	13,811.73	4,671.70
Rent	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
Telecommunications	101.71	-	48.79	66.75	59.05	109.02	105.81	140.92
Total Expense	13,740.46	5,343.94	10,482.41	7,561.21	10,366.06	13,669.02	17,020.26	8,511.00
Net Ordinary Income	17,498.73	11,558.05	(7,371.99)	21,192.32	(7,360.75)	(7,848.95)	3,671.94	(5,317.03)
Grant Activity								
WCB Grant Income	-	-	-	-	-	-	-	-
WCB (WS) Expenses	-	-	-	-	-	-	4,676.25	-
GSP Expenses	-	-	-	1,250.00	312.50	-	1,231.25	-
	-	-	-	(1,250.00)	(312.50)	-	(5,907.50)	-
Other Adjustments								
Deposit for Bldg Key						(50.00)	-	-
Transfer to Savings	-	15,000.00	-	-	10,000.00	-	-	-
Transfer From Savings	-	-	-	-	-	-	10,000.00	-
Returned Check	(87.13)	87.13	-	-	(247.50)	-	-	-
Payroll Tax Liab Paymts	(1,941.89)	-	-	(2,172.23)	-	-	(2,398.40)	-
Payroll Liab on hold	744.23	708.90	719.10	934.41	1,027.75	436.24	502.75	611.42
Staples Refund (Off Sup)	-	-	19.30	-	-	-	-	-
Customer Overpayments	-	-	-	-	-	-	-	-
Voided Checks	-	-	-	-	-	-	-	-
Ending Bank Balance								
Checking	18,925.09	16,279.17	9,614.41	28,318.91	11,425.91	3,932.48	9,801.27	5,095.66
Savings	114,865.20	129,865.20	129,865.20	129,896.37	139,896.37	139,927.09	129,927.09	129,927.09
	133,790.29	146,144.37	139,479.61	158,215.28	151,322.28	143,859.57	139,728.36	135,022.75

OBGMA
Budget Actuals FYTD 19/20

	20-Jun	20-Jul	20-Aug	20-Sep	YTD
Beginning Bank Balance					
Checking	5,095.66	5,741.61	30,880.47	54,696.37	
Savings	129,927.09	104,943.43	104,943.43	104,943.43	
	135,022.75	110,685.04	135,823.90	159,639.80	
Income					
Returned Check Charges	-	-	-	-	5.00
GSP Extraction Fees	-	24,762.94	14,689.52	724.01	40,176.47
Well Head Fee	1,365.00	5,460.00	4,745.00	520.00	35,750.00
Interest Charges	8.72	313.63	52.40	3.75	738.09
Recordation Fee	100.00	350.00	295.00	35.00	2,465.00
Extraction Charges	3,722.49	20,421.46	11,707.69	539.20	123,384.03
Short Payments	(12.50)	(49.50)	(200.18)	-	(310.17)
Savings Acct Interest	16.34		-	13.19	91.42
Total Income	5,200.05	51,258.53	31,289.43	1,835.15	202,299.84
Total Income	5,200.05	51,258.53	31,289.43	1,835.15	202,299.84
Expense					
Computer Repairs	-	-	-	-	378.97
Print Advertising	-	-	-	-	189.00
Liability Insurance	-	-	-	-	2,134.00
Postage and Delivery	50.00	117.99	17.99	-	546.35
Medical Reimbursement	-	-	-	-	750.00
Bank Service Charges	-	-	-	-	10.00
Workers Comp Ins	203.42	-	-	-	514.06
Office Supplies	118.97	16.99	16.99	-	2,814.14
Payroll Expenses	1,598.61	1,550.16	1,437.12	1,340.25	28,990.88
Professional Fees	25,870.00	20,872.44	5,364.45	3,296.25	105,206.54
Rent	800.00	800.00	800.00	800.00	9,600.00
Telecommunications	115.92	116.93	117.36	117.06	1,099.32
Total Expense	28,756.92	23,474.51	7,753.91	5,553.56	152,233.26
Net Ordinary Income	(23,556.87)	27,784.02	23,535.52	(3,718.41)	50,066.58
Grant Activity					
WCB Grant Income	5,607.00	-	-	-	5,607.00
WCB (WS) Expenses	4,560.00	562.50	-	-	9,798.75
GSP Expenses	2,120.00	950.00	-	4,200.00	10,063.75
	(1,073.00)	(1,512.50)	-	(4,200.00)	(14,255.50)
Other Adjustments					
Deposit for Bldg Key	-	-	-	-	
Transfer to Savings	-	-	-	-	
Transfer From Savings	25,000.00	-	-	-	
Returned Check	-	-	-	-	
Payroll Tax Liab Paymts	-	(1,412.48)	-	-	
Payroll Liab on hold	292.16	279.82	249.38	223.95	
Staples Refund (Off Sup)	-	-	-	-	
Customer Overpayments	-	-	31.00	0.25	
Voided Checks	-	-	-	17.99	
Ending Bank Balance					
Checking	5,741.61	30,880.47	54,696.37	47,006.96	
Savings	104,943.43	104,943.43	104,943.43	104,956.62	
	110,685.04	135,823.90	159,639.80	151,963.58	

OBGMA

Disbursement Register for September 2020

**OBGMA Agenda
October 29, 2020
Item #8a**

Date	Num	Name	Memo	Amount
09/24/2020		AT&T	Telephone	(59.96)
09/24/2020		AT&T Uverse	Internet	(32.10)
09/29/2020	3237	417 Bryant Circle LLC	Rent	(800.00)
09/29/2020	3238	Kear Groundwater	Professional Services	(6,980.00)
09/29/2020	3239	M J Saltis Bookkeeping	Professional Services	(516.25)
09/29/2020	3240	Roberta Barbee	Cell Phone Reimbursement	(25.00)
09/30/2020	3241	Barbee, Roberta J	September 2020 Payroll	(1,116.30)
Total September 2020 Disbursements				(9,529.61)

OBGMA
Cash Flow for September 2020

OBGMA – Agenda
October 29, 2020 – Item #8a.

Beginning Cash Balance September 1, 2020

Ending Bal 08-31-20	54,696.37
Voided 08/26/20 Stamps.com Charge	17.99
Adjusted Beginning Balance 09/01/20	54,714.36
Bank of the Serra-Savings	104,943.43
	\$ 159,657.79

Inflows

GSP Extraction	724.01
Well Head Fee	520.00
Recordation Fee	35.00
Extraction Charges	539.20
Over Payments	0.25
Interest Charges on Late Payments	3.75
Interest Income from Bank	13.19
	\$ 1,835.40

Outflows

Telephone	(59.96)
Internet	(32.10)
Rent	(800.00)
Professional Services	(7,496.25)
Cell Phone Reimbursment	(25.00)
Payroll	(1,116.30)
	\$ (9,529.61)

Ending Balance September 30, 2020

Bank of the Sierra-Checking	47,006.96
Bank of the Serra-Savings	104,956.62
	\$ 151,963.58

Net Change in Cash Position September 2020

\$ (7,694.21)

OBGMA

WCB Grant Budget Update
09/30/2020

OBGMA Agenda October 29, 2020
Item# 8a.

	<u>Actual to Date</u>	<u>Budget</u>	<u>Balance</u>
WCB Grant Income	5,607.00	150,600.00	(144,993.00)
	\$ 5,607.00	\$ 150,600.00	\$ (144,993.00)
WCB Grant Expenses			
1 Task- Project Mgmt	3,238.75	5,200.00	(1,961.25)
2 Task- Water Mgmt Framewk	-	2,000.00	(2,000.00)
3 Task- Plans/Permits/Due D	8,510.00	138,400.00	(129,890.00)
4 Task- Reg Agency Guidance	-	-	-
5 Task- Education & Outreach	-	5,000.00	(5,000.00)
	\$ 11,748.75	\$ 150,600.00	\$ (138,851.25)
WCB Grant Cost Share Expenses	\$ 3,135.00	\$ 29,400.00	\$ (26,265.00)
Total Cost of Project	\$ 14,883.75	\$ 180,000.00	\$ (165,116.25)
Net Cost of Project to Date	\$ 9,276.75		

***Retention of \$623.00 Held by WCB on 1st Progress Invoice

***Expenses recorded through 09/30/20

OBGMA EXTRACTION CHARGES BY PERIOD

**OBGMA – Agenda October 29, 2020
Item #8a.**

2018/2019 Water Year

2019/2020 Water Year

October/November/December 2018 (2019/1) (\$25/acre foot)

2019/1	Acre Feet	Charges	Well Head	Recordation	Total Rec'd
Agriculture	511.70	\$12,697.97			
Dom/Land	40.19	\$1,106.38			
Muni/Indus	16.30	\$407.50			
CMWD	320.70	\$8,017.50			
Totals	888.89	\$22,229.35	\$9,165.00	\$690.00	\$32,973.24

October/November/December 2019 (2020/1) (\$25/acre foot)

2020/1	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	423.89	\$10,631.74				
Dom/Land	84.85	\$2,339.89				
Muni/Indus	23.22	\$579.92				
CMWD	378.10	\$9,450.00				
Totals	910.06	\$23,001.55	\$9,620.00	\$730.00	\$0.00	\$33,351.55

January/February/March 2019 (2019/2) (\$25/acre foot)

2019/2	Acre Feet	Charges	Well Head	Recordation	Total Rec'd
Agriculture	89.62	\$2,592.05			
Dom/Land	35.06	\$782.33			
Muni/Indus	1.01	\$37.50			
CMWD	236.40	\$5,910.00			
Totals	362.09	\$9,321.88	\$9,230.00	\$665.00	\$19,216.88

Jan/Feb/Mar 2020 (2/2020) (\$25/acre foot)

2020/2	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	419.80	\$10,562.28				
Dom/Land	84.39	\$2,176.19				
Muni/Indus	7.34	\$183.50				
CMWD	264.80	\$6,620.00				
Totals	776.33	\$19,541.97	\$9,880.00	\$710.00	\$0.00	\$30,131.97

April/May/June 2019 (2019/3) (\$25/acre foot)

2019/3	Acre Feet	Charges	Well Head	Recordation	Total Rec'd
Agriculture	668.57	\$16,201.23			
Dom/Land	212.60	\$3,869.55			
Muni/Indus	20.60	\$515.01			
CMWD	410.90	\$10,272.50			
Totals	1312.67	\$30,858.29	\$9,620.00	\$725.00	\$41,203.29

April/May/June (3/2020) (\$25/acre foot)

2020/3	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	683.64	\$17,139.36				
Dom/Land	82.39	\$2,205.81				
Muni/Indus	0.00	\$0.00				
CMWD	337.80	\$8,445.00				
Totals	1103.83	\$27,790.17	\$8,580.00	\$545.00	\$39,215.28	\$76,130.45

July/August/September 2019 (2019/4) (\$25/acre foot)

2019/4	Acre Feet	Charges	Well Head	Recordation	Total Rec'd
Agriculture	1264.16	\$22,385.38			
Dom/Land	132.86	\$3,475.73			
Muni/Indus	39.06	\$976.67			
CMWD	524.10	\$13,102.50			
Totals	1960.18	\$39,940.28	\$10,270.00	\$755.00	\$50,965.28

July/August/September 2020 (2020-4) (\$25/acre foot)

2020/4	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture						
Dom/Land						
Muni/Indus						
CMWD						
Totals	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total for water YTD 10/1/18 - 9/30/19

Acre Feet	Charges	Well Head Fee	Recordation Fee	Total Rec'd
2489.97	\$62,409.52	\$28,015.00	\$2,080.00	\$93,393.41

Total for water YTD 10/1/19- 9/30/20

Acre Feet	Charges	Well Head Fee	Recordation Fee	GSP Fees	Total Rec'd
2790.22	70333.69	28080.00	1985.00	39215.28	139613.97

OFFICE & PERSONEL SHARING AGREEMENT

Ojai Water Conservation District & Ojai Basin Groundwater Management Agency

This Office & Personnel Sharing Agreement ("Agreement"), is made and entered into this _____ day of _____, 202X (Effective Date"), by and between the OJAI WATER CONSERVATION DISTRICT ("OWCD"), and the OJAI BASIN GROUNDWATER MANAGEMENT AGENCY ("OBGMA"), a Special Districts formed by the state legislature in the State of California. (OWCD and OBGMA are sometimes referred to herein individually as a "Party" and collectively as "Parties"), with reference to the following facts and intentions.

RECITALS

- A. The Parties are both small public agencies that need part time staff to conduct the business of the agencies.
- B. The Parties have similar groundwater management responsibilities and administrative functions.
- C. It is in the interest of both Parties to share office space and administrative staff.
- D. The parties have entered into this Agreement to specify each Party's responsibilities and the allocation of costs concerning the sharing of office space and administrative staff.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and for all the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The Parties agree the foregoing recitals are true and correct and are hereby incorporated by reference.

2. Sharing of Office Space and Personnel. The Parties agree to equally share the office space located at 428 Bryant Circle, Suite 100, Ojai CA, 93023, which OBGMA currently rents for use as its main office. Because the office is small and only accommodates two (2) people, sharing the office only works with sharing part-time personnel. Each Party shall independently contract with the individuals necessary to perform its administration. Each Party shall be responsible for providing Workman's Compensation Insurance and paying appropriate payroll taxes for the hours of employment that it contracts with these individuals.

3. Rent and Utilities. During this Agreement, the LIVRGA will reimburse OBGMA, on a monthly basis, for fifty percent (50%) of the rent, electricity, phone, gas, water, internet and any other utilities necessary for the reasonable use and maintenance of office space. The OWCD agrees to pay for any costs associated with the establishment of a separate phone number to serve the OWCD.

4. Office Supplies and Maintenance. Each Party shall share equally in the cost of office supplies and maintenance. Shared office supplies and equipment include, but are not limited to, paper, pencils, pens, staplers, printers, copier, fax machine, fans, filing cabinets, office furniture, etc. Each Party shall have a separate computer and software.

5. Term. Unless terminated in accordance with Section 9, this Agreement shall continue from the Effective Date through _____, 202X. This Agreement may be renewed in writing for consecutive five (5) year terms.

6. Non-Assignability. This Agreement is non-assignable by either Party without prior written consent of the other Party.

7. Relationship of Party's. The Parties agree that they are each independent local public agencies and that by entering into this Agreement to share office space and part-time personnel, neither Party will assume the responsibilities or liabilities of the other Party.

8. Confidential Information. Each Party acknowledges and accepts that, as a consequence of sharing office space and personnel pursuant to this Agreement, the personnel or other representatives of each Party may have access to proprietary data or confidential information that may be owned or controlled by the other Party, and that the disclosure of such proprietary data or information may be damaging to one or both of the Parties or to third parties. Each Party agrees that all proprietary data or confidential information maintained during the course of business shall be held in confidence. Each Party shall exercise the same standard of care to protect the proprietary data and confidential information of the other Party as a reasonably prudent party would to protect its own proprietary or confidential data. Such proprietary data or confidential information may be in hardcopy, printed, digital or Electronic format.

9. Termination. The Parties may terminate this Agreement for any reason or for no reason, at any time by delivering to the other Party sixty (60) days' notice of termination. If this Agreement is terminated, the Party vacating the office space shall compensate the other Party for shared office costs, as set forth in Sections 3 and 4 of this Agreement, accrued up until the time the vacating Party vacates the shared office space.

10. Conflicts of Interest. The Parties shall cooperate in good faith to avoid transactions, activities, or conduct that would result in a conflict of interest under this

Agreement. Each Party, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in accordance with Section 9 of this Agreement.

11. Insurance. Each Party shall, at its sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance as described by this Agreement to protect itself from claims under the Worker's Compensation Acts. Each Party shall also, at its sole cost and expense and throughout the term of this Agreement and any extensions thereof carry: (a) a general personal injury and property damage liability insurance policy (including coverage for products and contractual obligations) and (b) an automobile liability insurance policy for any vehicles owned by the Party. Each of the foregoing insurance policies shall provide liability limits of not less than \$1,000,000 per policy for the injury or death of a person or persons and property damage in any one accident or an annual aggregate minimum of \$1,000,000 per policy. Each Party shall notify the other Party immediately if the Party's general aggregate of insurance is exceeded by valid litigated claims. The insurance provided by the Party shall be primary and noncontributory. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Each Party agrees to provide the other Party with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice, by first class mail, being given to the Party by the insurance company or companies writing such insurance, except that ten (10) days' notice may be given if cancellation is due to nonpayment of premiums. Each Party agrees to name the other Party as an additional insured as its interests may appear on that Party's general and automobile liability insurance policies.

12. Dispute Resolution. In the event a dispute arises between the Parties under or related to this Agreement, the aggrieved Party shall provide written notice to the other Party of the controversy. Within forty-five (45) days after such written notice is received by the other Party, the Parties shall attempt in good faith to resolve the controversy through informal means. If the Parties cannot resolve the controversy within forty-five (45) days from the receipt of written notice, as specified above, either Party may submit the dispute to arbitration unless each Party agrees in writing, after the dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable California law." The arbitration shall be decided under, and in accordance with California law, and the decision shall be in writing; supported by substantial evidence; and contain the basis for the decision, findings of fact, and conclusions of law. Arbitration shall be initiated by a Demand for Arbitration made in compliance with the requirements of said Subchapter 3. A Demand for Arbitration by either Party shall be made not later than one hundred and eighty (180) calendar days after the expiration of the forty-five (45) day period for informal resolution set forth in this Section. Where an election is made by either Party to use the Simplified Claims Procedure provided

under Sections 375-381 of Division 2 of Title 1 of the California Code of Regulations, the Parties may mutually agree to waive representation by Counsel.

13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by email or facsimile, upon written confirmation of receipt by email or facsimile, (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service or (c) on the earlier of confirmed receipt or the third business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

OWCD: **OWCD:**
Attention: UVRGA Board Chair
417 Bryant Circle, Suite 112
Ojai, CA 93023

OBGMA: **OBGMA**
Attention: OBGMA Board President
417 Bryant Circle, Suite 112
Ojai, CA 93023

14. No Waiver. In no event shall any action by a Party constitute or be construed to be a waiver by that Party of any breach of covenant or default which may then exist on the part of the other Party. A Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any legal action relating to this Agreement shall lie exclusively in any State court sitting in the County of Ventura.

16. No Discrimination in Employment. In connection with the performance of services under this Agreement, each Party agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

17. Entire Agreement; Amendments. This Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification related to the subject matter herein shall have any force or effect, unless embodied in this Agreement in writing. No subsequent

novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this Agreement properly executed by the Parties. This Agreement and any amendments to it shall be binding upon the Parties and their successors and assigns.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the day and year first above written.

OJAI WATER CONSERVATION DISTRICT

OJAI BASIN GROUNDWATER MANAGEMENT AGENCY

By: _____

Board Chair

By: _____

Board President

Approved as to form:

Approved as to form:

By: _____
Legal Counsel

By: _____
Legal Counsel

APPROVED by the Board of Directors this xxth day of xxx 2020.

Roll Call Vote: Yes or No

Jim Finch _____
Russ Baggerly _____
Johnny Johnson _____
Peter Thielke _____
Richard Hajas _____

ATTEST: _____
 Roberta Barbee, Secretary of the Board