



**Ojai Basin Groundwater Management Agency
Deposit/Reimbursement Agreement
for Review of Request for Water Well Registration And Verification**

THIS DEPOSIT/REIMBURSEMENT AGREEMENT (“Agreement”) is made and effective this _____ day of _____, _____, by and between the Ojai Basin Groundwater Management Agency (“OBGMA” or “Agency”), and as the owner of the property where the well is proposed _____ (“Applicant”). OBGMA and Applicant are each referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS:

A. Applicant is submitting an Application (“Application”) to the Ventura County Public Works Agency (“VCPWA”) for a permit to construct a groundwater well within OBGMA’s jurisdiction. OBGMA is the statutorily designated Groundwater Sustainability Agency (GSA) with management responsibility for the Ojai Valley Groundwater Basin.

B. California Governor Newsom’s Executive Order N-3-23 requires that, before VCPWA grant said Application, OBGMA provide written verification to VCPWA that “groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan ... and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan.” The Applicant’s request for written verification from the OBGMA will be referred to herein as a “Request.”

C. Pursuant to OBGMA Resolution No. 2024-02, review of the Request by the Agency is to be funded by fees paid by the Applicant, and before review begins Applicant must make a deposit in the amount determined by the OBGMA Board of Directors.

D. This Agreement is intended to specify the terms of Applicant’s deposit and reimbursement for the Agency’s review of the Request.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Construction.

This Agreement shall be liberally constructed to accomplish its intent.

2. The Deposit; Additional Advances.

a) Establishing and Supplementing Deposit. Within three (3) business days following execution of

this Agreement, Applicant shall provide to OBGMA an initial deposit of \$5,000.00 (“Initial Deposit”) to reimburse the Agency for Eligible Expenses, as defined in Section 2(b). OBGMA shall monitor its expenses and the balance in the deposit account and whenever it believes, in good faith, that there will be insufficient funds to pay the Agency’s expenses for the Request for the next ninety (90) days, OBGMA may make one or more written requests for additional funds (each an “Additional Advance”), which shall state the existing balance and the additional amount requested. OBGMA may request the funds it reasonably believes necessary to cover a period of ninety (90) days. The Initial Deposit and Additional Advance funds are hereinafter collectively referred to as the “Deposit.” Applicant shall make the Additional Advance within five (5) business days of the Agency’s written request therefor. If Applicant fails to timely make the Additional Advance, Applicant agrees OBGMA may cease any or all additional work on the Request until the Agency receives the Additional Advance from Applicant.

- b) Eligible Expenses. The Deposit shall be used to reimburse OBGMA for costs incurred by the Agency in connection with the following (all of which shall be deemed “Eligible Expenses”):
- (i) staff time dedicated to administration of the Request; the General Manager’s rate shall be \$150 per hour and Administrative staff’s rate shall be \$50 per hour;
 - (ii) fees and expenses of the consultant(s) and/or attorney(s) retained by OBGMA in connection with administration of the Request; and
 - (iii) all other costs, if any, reasonably incurred by OBGMA in connection with administration of the Request.
- c) Professional Services. OBGMA shall request proposal(s) from consultants, as needed, including engineers and/or hydrogeologists, to evaluate the Request and provide their professional expertise. These services shall include a Technical Memorandum to document the results of their evaluation. The proposal and Technical Memorandum will be shared with the Applicant. The Technical Memorandum will be presented to the Board to assist in the Board’s decision making.
- d) Administration of Deposit. The Deposit may be placed in OBGMA’s account with other funds for purposes of investment and safekeeping. The Deposit shall not accrue interest. OBGMA shall administer the Deposit and use the Deposit to reimburse the Agency for Eligible Expenses. OBGMA shall at all times maintain satisfactory accounting records as to the expenditure of the Deposit.
- e) Unexpended Funds. Upon the granting or denial of a Request by the OBGMA Board, and payment of outstanding Eligible Expenses, the Agency shall return any then-unexpended portion of the Deposit to Applicant, without interest, less an amount equal to any unpaid Eligible Expenses previously incurred by the Agency.
- f) Statements of Account. OBGMA shall provide Applicant a summary of expenditures made from the Deposit, and the unexpended balance thereof, whenever requesting any Additional Advance and within ten (10) business days of receipt by the Agency of a request therefore submitted by Applicant.

3. Independent Judgment of the GSA; GSA Not Liable

OBGMA shall use its independent judgment in determining whether the written verification required by the Executive Order should be issued. As further set forth by separate Indemnification Agreement, neither OBGMA nor any of its directors, staff or consultants shall be liable in any manner whatsoever in relation to VCPWA's action on an Application or OBGMA's determination whether to issue or deny written verification.

Applicant expressly understands and agrees that any consultant retained by OBGMA is under contract solely on behalf of OBGMA, and further that OBGMA is free to exercise its independent judgment in making payments to the consultants or revising or accepting the consultant's work product, without any liability whatsoever by OBGMA to Applicant therefor.

4. Notices.

Any notices, requests, demands, documents, approvals, or disapprovals given or sent under this Agreement from one Party to another (collectively, the "Notices") shall be given to the Party entitled thereto at its address set forth below, or at such other address as such Party may provide to the other Party in writing from time to time, namely to Applicant:

If to OBGMA:

P.O. Box 1779
Ojai, CA 93024
obgmagm@gmail.com

Each such Notice shall be deemed delivered to the Party to whom it is addressed: (i) if personally served or delivered, upon delivery; (ii) if given by facsimile, upon the sender's receipt of an appropriate answerback or other written acknowledgement; (iii) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, seventy-two (72) hours after such notice is deposited with the United States mail; (iv) if given by overnight courier, with courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier; or (v) if given by any other means, upon delivery at the address specified in this Section, including by email.

5. Choice of Law; Venue.

This Agreement, and any dispute arising from the relationship between the Parties, shall be governed by, construed in accordance with, and interpreted under the laws of the State of California. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in a California State Court in the County of Ventura, or if jurisdiction over the action cannot be obtained

in a State Court, in a Federal Court in the Central District of California.

6. Entire Agreement.

This Agreement represents the full, final, and complete Agreement between the Parties hereto regarding the subject matter of this Agreement. No change or amendment to this Agreement shall be valid unless in writing and signed by both Parties.

7. Severability.

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

8. Attorneys' Fees.

In any litigation or other proceeding by which one Party seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

9. Ambiguities.

Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in interpreting this Agreement.

10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together will constitute one instrument.

11. Authority.

The persons executing this Agreement on behalf of the Parties warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into of this Agreement does not violate any provision of any other agreement to which said Party is bound.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the date first written above.

(Signatures on next page)

**OJAI BASIN GROUNDWATER MANAGEMENT
AGENCY**

PROPERTY OWNER

Signature

Signature

Print Name

Print Name

Title

Title