

P3CC MOA

in this MOA shall be construed as obligating any Party to adopt the GSP developed under this MOA, or as preventing any Party from adopting the GSP developed under this MOA in the event that the Cooperative Committee fails to recommend approval or another Party (or Parties) elects not to adopt the GSP developed under this MOA;

- D. Bring any dispute over any of the activities discussed in this MOA to the Cooperative Committee in order to provide the Cooperative Committee with an opportunity to resolve the dispute.

Section 8

Interagency Communication and Providing Proper Notice

8.1 In order to provide for consistent and effective communication among the Parties, each Party agrees to designate a representative as its central point of contact on all matters relating to this MOA and the GSP. Additional representatives from the community or staff may be appointed to serve as points of contact on specific actions or issues.

8.2 All notices, statements or payments related to implementing the objectives of this MOA shall be deemed to have been duly given if given in writing and delivered electronically, personally or mailed by first-class, registered, or certified mail to the Parties at the addresses set forth in Exhibit B. Notwithstanding any other provision of this MOA, the Parties may update Exhibit B from time to time without formally amending this MOA.

Section 9

Withdrawal and Termination

9.1 Any Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA. Withdrawal shall become effective upon thirty (30) days written notice to the remaining Parties' designated addresses as listed in Exhibit B. Nothing contained in this Section 9 shall be construed as prohibiting a Party that has withdrawn from this MOA from developing its own GSP for its service area within the Basin. A Party that has withdrawn from this MOA shall remain obligated to pay its percentage cost share of expenses and obligations as outlined in the current budget incurred, accrued or encumbered up to the date the Party provided notice of withdrawal, including, but not limited to, its cost share obligation under any existing consultant contract for which the City has issued a notice to proceed. If a Party withdraws, the Cooperative Committee shall reassess the contributions of each remaining Party to fund the current budget and determine if the Cooperative Committee needs to request the contribution of additional funding from the governing board of each Party.

9.2 This MOA may be terminated upon unanimous written consent of all current Parties.

Attachment 1

Section 10 Amendments

This MOA may be amended only by unanimous written consent of all current Parties. Approval from a Party is valid only after that Party's governing body approves the amendment at a public meeting. Neither individual Cooperative Committee members nor individual members of the Parties' governing boards have the authority, express or implied, to amend, modify, waive or in any way alter this MOA or the terms and conditions hereof.

Section 11 Indemnification

No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOA. The Parties further agree, pursuant to Government Code Section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party under this MOA.

Section 12 Miscellaneous

- 12.1 Execution in Counterparts. This MOA may be executed in counterparts.
- 12.2 Automatic Termination of MOA. This MOA shall automatically terminate upon DWR's approval of the adopted GSP. Depending on the content of the GSP, the Parties may decide to enter into a new agreement to coordinate GSP implementation.
- 12.3 Choice of Law. This MOA is made in the State of California, under the Constitution and laws of said State and is to be so construed.
- 12.4 Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- 12.5 Entire Agreement. This MOA constitutes the sole, entire, integrated and exclusive agreement between the Parties regarding the contents herein. Any other contracts, agreements, terms, understandings, promises, representations not expressly set forth or referenced in this writing are null and void and of no force and effect.
- 12.6 Construction and Interpretation. The Parties agree and acknowledge that this MOA has been developed through negotiation, and that each Party has had a full and fair

PASO BASIN COORDINATION COMMITTEE

FY 2024-2025 Expenses Budget - Approved

| Budget Components | FY 23-24 | FY 24-25 | FY 25-26 | FY 26-27 |
|--|---------------------|---------------------|----------|----------|
| Grant Funded Cost Components | | | | |
| Grant Funded | | | | |
| ET Ag Water Usage Program | | \$ 120,000 | | |
| Cost of Service Rate Study | | \$ 150,000 | | |
| Address High Priority GSP Data Gaps (Expanded Monitoring Network) | | \$ 1,400,000 | | |
| MILR Program Framework | | \$ 380,000 | | |
| Well Verification/Registration Program | | \$ 100,000 | | |
| Drinking Well Impact Mitigation Program Development | | \$ 200,000 | | |
| Blended Irrigation Water Supply Program | | \$ 300,000 | | |
| SWP Feasibility Project | | \$ 200,000 | | |
| City of Paso Robles Recycled Water Distribution System - Salinas River Segment | \$ 3,500,000 | | | |
| San Miguel CSD Recycled Water Supply Project | | \$ 1,000,000 | | |
| Grant Funded Total | \$ 3,500,000 | \$ 3,850,000 | | |

| Budget Components | FY 23-24 | FY 24-25 | FY 25-26 | FY 26-27 |
|--|------------------|-------------------|-------------------|---------------------|
| PBCC Funded Cost Components | | | | |
| SGMA-Required | | | | |
| Annual Report WY 2024 | \$ 95,000 | \$ 100,000 | \$ 110,000 | \$ 121,000 |
| GSP Fifth Year Evaluation | | \$ 300,000 | | |
| ET Ag Water Usage Program | | | \$ 120,000 | \$ 120,000 |
| Ongoing Basin Monitoring Operations & Maintenance | | \$ 75,000 | \$ 82,500 | \$ 90,750 |
| GSP Initiatives | | | | |
| Outreach Program (Continued efforts including new website) | | \$ 75,000 | \$ 82,500 | \$ 90,750 |
| Administrative | | | | |
| Develop Governance Structure (e.g. JPA, etc.) | | \$ 50,000 | | \$ - |
| Executive Director and Support Staff | | | \$ 180,000 | \$ 200,000 |
| Legal Counsel | | | \$ 82,500 | \$ 90,750 |
| PBCC Administrative Costs (Insurance, Audit, Accounting, etc.) | | | \$ 82,500 | \$ 90,750 |
| Grant Development (2 grants) | | | \$ 82,500 | \$ 90,750 |
| Technical Consultant(s) (as necessary) | | | \$ 110,000 | \$ 121,000 |
| TOTAL | \$ 95,000 | \$ 600,000 | \$ 932,500 | \$ 1,015,750 |

| GSA Cost Share | FY 23-24 | FY 24-25 | FY 25-26 | FY 26-27 |
|--|-----------|------------|------------|------------|
| County of San Luis Obispo GSA | \$ 30,685 | \$ 193,800 | \$ 301,198 | \$ 328,087 |
| Estrella-El Pomar-Creston Water District GSA | \$ 27,835 | \$ 175,800 | \$ 273,223 | \$ 297,615 |
| Shandon San Juan Water District GSA | \$ 19,190 | \$ 121,200 | \$ 188,365 | \$ 205,182 |
| City of Paso Robles GSA | \$ 14,440 | \$ 91,200 | \$ 141,740 | \$ 154,394 |
| San Miguel Community Services District GSA | \$ 2,850 | \$ 18,000 | \$ 27,975 | \$ 30,473 |