AGREEMENT
FOR
THE DEPOSIT AND INVESTMENT OF EXCESS FUNDS
INTO THE COUNTY TREASURY

THIS AGREEMENT is made and entered into as of the date fully executed by and between the Eastern Tule Groundwater Sustainability Agency hereinafter referred to as "Local Agency", and the County of Tulare, California a political subdivision of the State of California, hereinafter referred to as "County".

RECITALS

WHEREAS, Section 53684 of the California Government Code allows local agencies to deposit excess funds into the County Treasury for purposes of investment by the County Treasurer-Tax Collector (the "Treasurer"); and

WHEREAS, Local Agency has found that it may, from time to time, be advantages to makes such deposits for purposes of investment with the Treasurer; and

WHEREAS, the Treasurer or other official responsible for the funds of the Local Agency has determined, and may determine from time to time, that excess funds of the Local Agency exist which are not required for immediate use; and

WHEREAS, the governing body of Local Agency has authorized the deposit of moneys of Local Agency for purposes of investment with the County Treasury in accordance with the provisions of Section 53684 of the California Government Code.

ARTICLES

1. **ACKNOWLEDGEMENT**
   The parties acknowledge that the Recitals are true and correct.

2. **SCOPE OF AGREEMENT**
   This Agreement specifies the contractual terms and conditions by which County will manage and invest Local Agency's excess funds which have been deposited for investment with the Treasurer. Pursuant to various provisions of Government Code and Revenue and Taxation Code, the Treasurer shall provide central depository and investment services for Local Agency.

3. **COUNTY INVESTMENT POOL / INVESTMENT POLICY STATEMENT**
   Local Agency understands that the funds it deposits for investment will be held in the Tulare County Investment Pool and shall be invested by the Treasurer in accordance with the policies contained in the Tulare County *Annual Investment Policy of the Pooled Investment Fund* (Investment Policy), as now in effect and as may be revised from time to time.

4. LOCAL AGENCY ACKNOWLEDGEMENTS

Local Agency acknowledges that it has received and carefully reviewed the Investment Policy, and is familiar with its contents. Having considered and weighed the risks of investing (including, but not limited to, the risks of loss of interest and principal) the Local Agency has determined that it is appropriate and legal to invest its moneys in the Tulare County Treasury as permitted by the Investment Policy. The Local Agency has been advised by the Treasurer and understands that the Investment Policy may be amended by the Treasurer without the review or consent of Local Agency.

To the extent its moneys are invested with the County, in whole or in part, the Local Agency further acknowledges that the $1.00 NAV is not guaranteed or insured by the Treasurer.

Local Agency acknowledges that voluntary depositors are required to remain in the pool for a minimum of 5 years.

5. TERM OF AGREEMENT

This Agreement shall become effective on the date fully executed and shall continue indefinitely, unless this Agreement is terminated earlier by either party in accordance with Article 8.

6. DEDUCTION OF ADMINSTRATIVE FEES

Local Agency agrees that the Treasurer shall deduct administrative charges from its gross interest income pursuant to California Government Code Sections 53684(b) and 27013.

7. AMENDMENT

Neither party shall make any change to this Agreement without the others written consent. Such changes shall be incorporated into an Agreement Amendment, which shall not become effective until signed by the parties.

8. TERMINATION

Notwithstanding the requirement discussed in Article 4 above, either part in accordance with this Article may terminate the provision of services under this Agreement, in whole or in part, whenever either party shall determine that such termination is its best interest. Any such termination shall be effected by delivery to the other party of a Notice of Termination specifying the extent to which services under the Agreement are terminated, and the date upon which such termination will become effective.

After receipt of a Notice of Termination, and except as otherwise agreed:

(a) The County shall stop performing under this Agreement on the date specified and to the extent specified in the Notice of Termination.

(b) Local Agency shall request no further services requiring work to be performed after the termination date as specified in the Notice of Termination.

Upon termination, Local Agency agrees to pay the County for all services performed prior to termination.

9. **DEPOSITS AND WITHDRAWALS**

The officers or employees listed on the *Authorized Signature List*, or their successors in each office, shall be authorized to deposit and request withdrawals of moneys of Local Agency in the County Treasury. When Local Agency requests a withdrawal of funds from the County Treasury, Local Agency and County shall comply with all applicable withdrawal provisions pursuant to California law, as now in effect and as may be subsequently added, including by not limited to Government Code Section 27136.

10. **NOTICES**

Where required to be given under this Agreement, notice shall be in writing and shall be deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

Local Agency	Eastern Tule GSA Attn: Mike Reed 291 N. Main St. Porterville, CA 93257
County	Tulare County Treasurer-Tax Collector Attention: Hiley Wallis 221 S. Mooney Blvd., Rm. 103-E Visalia, CA 93291-4593

11. **WAIVER**

The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

12. **ENTIRE AGREEMENT REPRESENTED**: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

13. **INDEMNIFICATION**

The County and Local Agency each agree to hold harmless, defend and indemnify the other, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising from, or in connection with, the performance of their respective agents,

officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exist by reason of this Agreement, and any claims made against either party alleging civil rights violations by either party under Government Code sections 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their signatures below.

TULARE COUNTY AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

By _____
RITA A WOODARD

Approved as to form:
Deanne Peterson, Tulare County Counsel

By _____
Deputy

THE EASTERN TULE GROUNDWATER
SUSTAINABILITY AGENCY

By _____
Eric Borba – Chairman

By _____
Michael K Reed, Secretary to the Board

Approved as to form:

By _____
Aubrey Mauritson, Attorney

AGREEMENT
FOR
AUDITOR-CONTROLLER SERVICES

THIS AGREEMENT, made and entered into as of this _____day of _____, 2017, by and between the County of Tulare, hereinafter referred to as the "County", and the Eastern Tule Groundwater Sustainability Agency hereinafter referred to as the "Authority".

WITNESSETH

WHEREAS, the Authority is a public entity created by a Joint Exercise of Powers Agreement executed between the City of Porterville, County of Tulare, Porterville Irrigation District, Vandalia Water District, Terra Bella Irrigation District, Saucelito Irrigation District, and Teapot Dome Water District, and Kern-Tulare Water District as of the 6th day of December, 2016; and

WHEREAS, the parties have the power to enter into this Agreement under the provisions of section 6500 et seq. of the Government Code and the aforementioned Joint Exercise of Powers Agreement; and

WHEREAS, the County is willing to provide such services by use of the staff of the County Auditor-Controller;

NOW, THEREFORE, IT IS AGREED as follows:

1. The County agrees to provide the Authority, through the office of the County Auditor-Controller, the following services in accordance with Article V, Section 5.03 (b) and Article VI, Section 6.01of the aforementioned Joint Exercise of Powers Agreement:

   A. Receipt deposits made by the Authority to the County Treasury

   B. Vendor payment services as follows, which shall be approved by the Authority prior to the retention of said services:

      - Maintain copies of paid bills for future audit.
      - Provide a detailed list of all bills paid.

   C. Bookkeeping services as follows:

      Establish and maintain such funds and accounts as may be required by good accounting practice.

- Prepare periodical expenditure reports compared to budgets.
- Prepare periodical revenue reports compared to estimates.
- Maintain general ledger accounts on a double entry basis.
- Provide a written report of all financial activities for the Fiscal Year within 120 days after the close of such Fiscal Year.

D. Make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority in accordance with section 6505 of the Government Code. The Authority shall approve the certified public accountant or firm of certified public accountants prior to the County's retention of said services.

E. And any other services that may be required to provide complete accounting records for the Authority.

2. The Authority will reimburse the County at the end of each calendar quarter for the cost incurred by the County during the calendar quarter. Payment will be made from the Authority's funds on a warrant drawn by the County Auditor. The estimated cost is between $50 and $250 per quarter depending on the number of transactions completed for bookkeeping and accounting services.

3. The Authority will reimburse the County for the cost of the required annual audit referenced in 1. D. above.

4. To facilitate the performance of services under the Agreement, it is agreed that the County shall have full cooperation and assistance from the Authority and its Governing Board including:

a. Submitting to the County Auditor-Controller the Authority's annual budget adopted in accordance with Article VI, Section 6.02 of the aforementioned Joint Exercise of Powers Agreement

5. All persons employed in the performance of services for the Authority under this Agreement shall be County employees.

6. The Authority shall have no responsibility for the payment of any salaries, wages, or other compensation to any County personnel or compensation of other providers of service required in the performance of this Agreement or any liability other than that provided for in this Agreement. The Authority shall not be liable for compensation or indemnity to any County employee for injury or sickness

arising out of his employment.

7. This Agreement shall become effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated by either party with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF TULARE

By_____
Chairman, Board of Supervisors
"County"

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare

By_____
Deputy Clerk

THE EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY

By_____
Eric Borba – Chairman

By_____
Michael K Reed, Secretary to the Board

Approved as to form:
Deanne Peterson, Tulare County Counsel

By_____

Approved as to form:
Aubrey Mauritson, Attorney for the ETGSA

By_____