



SOUTH FORK KINGS

GROUNDWATER SUSTAINABILITY AGENCY

Date **6/17/2021**

Time **5:30 PM - 7:30 PM**

Location **Zoom Link:**
<https://us02web.zoom.us/j/83074675610?pwd=TnEzQ2JhNWVGd2U4OHJXbHVkUnE0UT09>

One Tap Mobile: +16699006833,,83074675610#,,, *334846#

Call-In: +1-669-900-6833 ; Meeting ID: 830 7467 5610 ; Passcode: 334846

SFKGSA Board Meeting

SFKGSA Board of Directors

Kings River Conservation District

[Click to create personal copy](#)

ACCESSIBILITY

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the SFKGSA to provide a disability-related modification or accommodation in order to participate in any public meeting of the SFKGSA. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the GSA. Requests for such assistance and for agendas and agenda packets shall be made in person, by telephone, facsimile, or written correspondence to the Kings River Conservation District, 4886 E. Jensen Ave, Fresno, CA 93725, telephone 559.237.5567, fax 559.237.5560 at least 48 hours before a public GSA meeting.

Agenda - 17 June 2021

6/17/2021 5:30 PM - 7:30 PM,

<https://us02web.zoom.us/j/83074675610?pwd=TnEzQ2JhNWVGd2U4OHJXbHVkUnE0UT09>

1 Call to Order

Quorum will be established.

2 Pledge of Allegiance

3 Additions to or Deletions from the Agenda

Items may be added to the agenda solely in compliance with Brown Act requirements for such an action. Items may be deleted from the agenda for any reason.

4 Public Comment

The public may address the Board of Directors on any item relevant to the GSA Authority. If you know in advance that you will want to comment, it will be helpful to email the Technical Moderator at cmclaughlin@krcd.org in advance of the meeting, to make this known. Comments by individuals and entities will be limited to three minutes or as may be reasonable as determined by the conducting officer.

5 Consider Approval of Minutes

The Board will consider approval of the April 15, 2021 Regular Meeting minutes.
Simple majority vote.

6 Amend March 18, 2021 Minutes

The Board will be asked to amend the March 18, 2021 Minutes to reflect that the January 21, 2021 Board Meeting was a Regular Meeting, not a Special Meeting as the submitted Minutes stated. *Simple majority vote.*

7

Director Reports

Each Director will have the opportunity to report on meetings and other events attended during the prior month on behalf of the SFKGSA.

8

Staff Report

Staff will report on meetings and other events attended during the prior month on behalf of the SFKGSA.

9

Stakeholder Outreach and Communications

The Board will receive a report and may take action on stakeholder outreach and communications activities, needs, and correspondence approval. Action may be taken.

10

Report of Finance Committee

A member of the Committee will report on meetings and recommendations since the last Board Meeting.

11

Approval of Fiscal Year 2021-2022 Budget

Brian Trevarrow

The Board will consider approval of the proposed Fiscal Year 2021-2022 Budget.
Requires 4/5ths vote of the Members.

12

Adoption of Resolution 2021-01: Resolution Levying Assessment

The Board will be asked to adopt Resolution 2021-01, informing Kings County of the fee rate to be assessed per acre, without regard to property valuation.
Requires 4/5ths vote of the Members.

13

Approval of Geosyntec Task Orders for Fiscal Year 2021-2022

The Board will be asked to approve Task Orders for Geosyntec to carry out in Fiscal Year 2021-2022. *Requires a 4/5ths vote of the Members.*

- 14** **Approve LandIQ Agreement for Fiscal Year 2021-2022**
- The Board will be asked to approve entering into an agreement with LandIQ for work in Fiscal Year 2022. *Requires a 4/5ths vote of the Members.*
-
- 15** **Approve Geosyntec Proposal for Tulare Lake Subbasin Work - Request for Additional Funds for Fiscal Year 2020-2021**
- The Board will be asked to approve additional funds for work completed before June 30, 2021 on behalf of the Tulare Lake Subbasin. *Requires 4/5ths vote of the Members.*
-
- 16** **Approve Geosyntec Proposal for Tulare Lake Subbasin Work - Request for New Services for Fiscal Year 2021-2022**
- The Board will be asked to approve a request for new services for Fiscal Year 2021-2022, related to work within the Tulare Lake Subbasin. *Requires 4/5ths vote of the Members.*
-
- 17** **SGMA Implementation Update**
- The Board will receive a report from consultants on the status of and progress on GSP implementation, and may take action to approve Task Orders, Change Orders, and/or support letters. *Action may be taken.*
-
- 18** **Adoption of Resolution 2021-02: Resolution Setting Regular Meeting Dates and Time**
- The Board will be asked to adopt Resolution 2021-02, setting the Regular Meeting dates and time, per the Joint Powers Agreement. *Simple majority vote.*
-
- 19** **Next Meeting Date and Agenda Items**
- The next meeting date and time will be stated/determined, and Board members will have an opportunity to request items for inclusion on the next Agenda.
-
- 20** **Adjournment**

Agenda

6/17/2021 5:30 PM - 7:30 PM,

<https://us02web.zoom.us/j/83074675610?pwd=TnEzQ2JhNWVGd2U4OHJXbHVkUnE0UT09>

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1 - Call to Order

Quorum will be established.

| For Information

2 - Pledge of Allegiance

3 - Additions to or Deletions from the Agenda

Items may be added to the agenda solely in compliance with Brown Act requirements for such an action. Items may be deleted from the agenda for any reason.

4 - Public Comment

The public may address the Board of Directors on any item relevant to the GSA Authority. If you know in advance that you will want to comment, it will be helpful to email the Technical Moderator at cmclaughlin@krcd.org in advance of the meeting, to make this known. Comments by individuals and entities will be limited to three minutes or as may be reasonable as determined by the conducting officer.

For Information

5 - Consider Approval of Minutes

The Board will consider approval of the April 15, 2021 Regular Meeting minutes. *Simple majority vote.*

| For Decision

[#sfkgsaminutes](#)

Attachments

[DRAFT 2021_4_15_SFK_GSA minutes.pdf](#)

South Fork Kings Groundwater Sustainability Agency

Regular Meeting and Workshop Minutes

April 15, 2021 at 5:30 PM
Remote via Zoom

Members Present (All via Zoom):

Joe Neves, County of Kings (Chair)
Ceil Howe, Jr., Empire West Side Irrigation District (Vice Chair)
Patricia Matthews; Frank Gornick (5:34 p.m., when he resumed his role as primary Director), City of Lemoore
Scott Mercer, Stratford Public Utility District
Michael Newton, Stratford Irrigation District

Members Absent:

Others Present:

| | |
|---|--|
| Corey McLaughlin, Kings River Conservation District | Amer Hussain, Geosyntec (Technical Consultant) |
| Debra Dunn, Kings River Conservation District | Bob Anderson, Geosyntec (Technical Consultant) |
| Rebecca Quist, Kings River Conservation District | Ken Richardson (Legal Counsel) |
| Brian Trevarrow, Kings River Conservation District | Antonio Bejarano |
| | Frank Coelho |

| | | | |
|----------------|----------------------|-------------------|-------------|
| Item 1: | <u>CALL TO ORDER</u> | Presenter: | Chair Neves |
|----------------|----------------------|-------------------|-------------|

The meeting was called to order at 5:30 PM, and the Roll was called to establish a quorum.

Roll Call:

Director Neves: Present
Director Matthews: Present
Director Howe: Present
Director Newton: Present
Director Mercer: Present

| | | | |
|----------------|--|-------------------|-------------|
| Item 2: | <u>PLEDGE OF ALLEGIANCE [DISPENSED WITH]</u> | Presenter: | Chair Neves |
|----------------|--|-------------------|-------------|

| | | | |
|----------------|--|-------------------|-------------|
| Item 3: | <u>ADDITIONS TO OR DELETIONS FROM THE AGENDA</u> | Presenter: | Chair Neves |
|----------------|--|-------------------|-------------|

Discussion:

None.

Actions:

None.

| | | | |
|----------------|-----------------------|-------------------|-------------|
| Item 4: | <u>PUBLIC COMMENT</u> | Presenter: | Chair Neves |
|----------------|-----------------------|-------------------|-------------|

Discussion:

None.

Actions:

None

| | | | |
|----------------|---|-------------------|-------------|
| Item 5: | <u>CONSIDER APPROVAL OF THE MINUTES</u> | Presenter: | Chair Neves |
|----------------|---|-------------------|-------------|

Discussion:

None

Actions:

It was moved by Director Howe, seconded by Director Newton, and unanimously carried by Roll Call vote, to approve the minutes of the March 18, 2021 Meeting.

Roll Call Vote:

Director Neves: Aye
Director Matthews: Aye
Director Howe: Aye
Director Newton: Aye
Director Mercer: Aye

Item 6: DIRECTOR REPORTS **Presenter:** Chair Neves

Discussion:

Director Mercer reported a new well is operational and is running well.

Actions:

None

Item 7: STAFF REPORT **Presenter:** Debra Dunn

Discussion:

Debra Dunn reported on completion of the Tulare Lake Subbasin Annual Report; anticipated DWR GSP Comment completion date; efforts to plan five-year update to GSP due in 2025; and other meetings and items of relevance to the GSA's operation. Director questions were addressed by staff.

Actions:

None

Item 8: STAKEHOLDER OUTREACH AND COMMUNICATIONS **Presenter:** Rebecca Quist

Discussion:

Rebecca Quist reported on the landowner survey efforts; highlighted elements of the outreach report provided in the packet; and outreach related to submission of the Annual Report.

Actions:

None.

Item 9: FINANCIAL REPORT **Presenter:** Brian Trevarrow

Discussion:

Brian Trevarrow provided a financial update as of March 31, 2021.

Actions:

It was moved by Director Howe, seconded by Director Gornick, and unanimously carried by Roll Call vote, to approve the financial report as presented for the period ending March 31, 2021.

Roll Call Vote:

Director Neves: Aye
Director Gornick: Aye
Director Howe: Aye
Director Newton: Aye
Director Mercer: Aye

Item 10: SGMA IMPLEMENTATION UPDATE **Presenter:** Technical Consultants

Discussion:

Amer Hussain reported to the Board regarding the status of, and progress on, GSP implementation in both the Tulare Lake Subbasin and the SFKGSA in particular. The update included information on the ASR pilot test; coordination activities in the subbasin; grant related activities; DWR's review of GSPs; data tracking; and a summary of information in the Annual Report for 2021, and likely changes for the 2022 report. Bob Anderson presented information on options and plans for measuring groundwater extraction. Questions and comments from the Board were addressed.

Actions:

None.

Item 11: DRAFT BUDGET DISCUSSION

Presenter: Brian Trevarrow and Amer Hussain

Discussion:

Mr. Trevarrow and Mr. Hussain presented information regarding the budget drafting process to date. Questions from the public were addressed.

Actions:

None.

Item 12: NEXT MEETING DATE AND AGENDA ITEMS

Presenter: Chair Neves

Discussion:

The next meetings will be June 17, 2021 and July 15, 2021 at 5:30 p.m. via Zoom.

Actions:

None.

Item 13: ADJOURNMENT

Adjourned: 7:05 p.m.

Respectfully submitted,

Board Secretary

_____ approved on _____
Joe Neves, Board Chair

DRAFT 2021 4 15 SFK GSA minutes

5 - Consider Approval of Minutes

Last modified: 6/11/2021

6 - Amend March 18, 2021 Minutes

The Board will be asked to amend the March 18, 2021 Minutes to reflect that the January 21, 2021 Board Meeting was a Regular Meeting, not a Special Meeting as the submitted Minutes stated.

| For Decision

[#amendedminutes](#)

Attachments

[Amended Page from 2021 3 18 SFK GSA minutes.pdf](#)

Actions:

It was moved by Director Howe, seconded by Director Newton, and unanimously carried by Roll Call vote, to approve the minutes of the January 21, 2021 Special Regular Meeting.

Roll Call Vote:

Director Neves: Aye
Director Matthews: Aye
Director Howe: Aye
Director Newton: Aye
Director Mercer: Aye

| | | | |
|----------------|-------------------------|-------------------|-------------|
| Item 6: | <u>DIRECTOR REPORTS</u> | Presenter: | Chair Neves |
|----------------|-------------------------|-------------------|-------------|

Discussion:

None.

Actions:

None

| | | | |
|----------------|---------------------|-------------------|---------------|
| Item 7: | <u>STAFF REPORT</u> | Presenter: | Amer Hussain. |
|----------------|---------------------|-------------------|---------------|

Discussion:

Money fronted for preparation of the GSP has been reimbursed; approximately \$12,000 remains to complete the expected reimbursement amount.

Actions:

None

| | | | |
|----------------|--|-------------------|-------|
| Item 8: | <u>STAKEHOLDER OUTREACH AND COMMUNICATIONS</u> | Presenter: | None. |
|----------------|--|-------------------|-------|

Discussion:

No Report.

Actions:

None.

| | | | |
|----------------|-----------------------------------|-------------------|-----------------------|
| Item 9: | <u>SGMA IMPLEMENTATION UPDATE</u> | Presenter: | Technical Consultants |
|----------------|-----------------------------------|-------------------|-----------------------|

Discussion:

Amer Hussain reported to the Board regarding the status of, and progress on, GSP implementation. The update included information on the ASR pilot test, coordination activities in the subbasin, grant related activities, DWR's review of GSPs, data tracking, and preparation of the Annual Report. Several Finance Committee meeting dates were proposed in order to prepare a draft budget and discuss future funding of the GSA; no action needed.

Actions:

None.

| | | | |
|-----------------|--|-------------------|--------------|
| Item 10: | <u>PAYMENT FOR LAND IQ DATA USED FOR ANNUAL REPORT</u> | Presenter: | Amer Hussain |
|-----------------|--|-------------------|--------------|

Discussion:

Data was obtained from Land IQ for preparation of the Annual Report. The Board was asked to authorize payment for the data.

Actions:

It was moved by Director Howe, seconded by Director Newton, and unanimously carried by Roll Call vote, to approve the payment of \$1,209.00 to satisfy an invoice for data obtained from Land IQ for use in the Annual Report..

[Amended Page from 2021 3 18 SFK GSA minutes](#)

6 - Amend March 18, 2021 Minutes

Last modified: 6/11/2021

7 - Director Reports

Each Director will have the opportunity to report on meetings and other events attended during the prior month on behalf of the SFKGSA.

| For Information

8 - Staff Report

Staff will report on meetings and other events attended during the prior month on behalf of the SFKGSA.

For Information

9 - Stakeholder Outreach and Communications

The Board will receive a report and may take action on stakeholder outreach and communications activities, needs, and correspondence approval. *Action may be taken.*

10 - Report of Finance Committee

A member of the Committee will report on meetings and recommendations since the last Board Meeting.

| For Information

11 - Approval of Fiscal Year 2021-2022 Budget

Brian Trevarrow

The Board will consider approval of the proposed Fiscal Year 2021-2022 Budget. *Requires 4/5ths vote of the Members.*

| For Decision

[#budget](#)

Attachments

[FY22 Proposed Budget SFKGSA Board.pdf](#)

South Fork Kings GSA Proposed Budget FY2022

| | Approved Amended Budget | Prop 218 Engineers Report | Proposed Budget |
|--|----------------------------|------------------------------|--------------------|
| | FY 2021 | FY 2022 | FY 2022 |
| Administrative | | | |
| Contract Admin Services (KRCD) | \$40,990 | \$62,590 | \$46,000 |
| Contract Outreach Services (KRCD) | 16,000 | - | 16,000 |
| Contract Outreach Supplies | 4,000 | - | 4,000 |
| Office Supplies / Postage | 4,510 | 5,010 | 4,510 |
| Insurance | 2,390 | 2,390 | 3,150 |
| Annual Audit | 6,000 | 6,000 | 6,500 |
| Miscellaneous Overhead | 1,434 | 1,594 | 2,434 |
| ADMINISTRATIVE EXPENSES SUBTOTAL | \$75,324 | \$77,584 | \$82,594 |
| Professional Services | | | |
| Hydrogeology / Engineering | - | - | - |
| Legal Expense | 46,000 | - | 46,000 |
| Grant Writing | - | - | - |
| Groundwater Sustainability Plan Preparation | - | - | - |
| LandIQ Et and Land Use | - | - | 35,000 |
| Groundwater Sustainability Plan Implementation | 292,092 | 395,300 | 280,000 |
| Monitoring Well FY22 (B-zone) | - | - | 100,000 |
| <i>Tulare Lake Subbasin Annual Report</i> | - | - | 60,000 |
| <i>California Resilience Challenge Grant</i> | 100,000 | - | 60,000 |
| PROFESSIONAL SERVICES EXPENSES SUBTOTAL | \$438,092 | \$395,300 | \$581,000 |
| Contingency | \$35,532 | \$33,187 | \$37,904 |
| Total Estimated Cost | \$548,948 | \$506,071 | \$701,498 |
| Reimburse Member Agencies Start-Up Costs | \$171,880 | \$0 | \$0 |
| Total Budgeted Expenditures | \$720,828 | \$506,071 | \$701,498 |
| Revenue | \$720,828 | \$506,071 | \$701,498 |
| Per Acre Charge \$ | 8.71 | \$ 7.10 | \$ 9.00 |
| City of Lemoore Acreage | 5,655.0 | 5,655.0 | 5,655.0 |
| Other Kings County Acreage | 65,622.6 | 65,622.6 | 65,622.6 |
| City of Lemoore Allocation | \$49,255 | \$40,151 | \$50,895 |
| Other Kings County Allocation | 571,573 | 465,920 | 590,603 |
| California Resilience Challenge Grant | 100,000 | - | 60,000 |
| | \$720,828 | \$506,071 | \$701,498 |

FY22 Proposed Budget SFKGSA Board

11 - Approval of Fiscal Year 2021-2022 Budget

Last modified: 6/10/2021

12 - Adoption of Resolution 2021-01: Resolution Levying Assessment

The Board will be asked to adopt Resolution 2021-01, informing Kings County of the fee rate to be assessed per acre, without regard to property valuation. *Requires 4/5ths vote of the Members.*

For Decision

[#resolution](#) [#actionitem](#)

Attachments

[2021-01 KINGS COUNTY ASSESSMENT RATE.pdf](#)

RESOLUTION NO. 2021-01
OF THE BOARD OF DIRECTORS OF THE
SOUTH FORK KINGS GSA

RESOLUTION LEVYING ASSESSMENTS

WHEREAS, the South Fork Kings GSA (SKFGSA) conducted a Proposition 218 Election, pursuant to Article XIII D, Section 4 of the California Constitution on June 21, 2018, at which time it was determined a majority protest did not exist;

WHEREAS, pursuant to its Proposition 218 Election, the SFKGSA Board was authorized to levy a five-year assessment up to the maximum of nine dollars and eighty cents (\$9.80) per acre per year starting in the tax roll year 2018-2019;

WHEREAS, the SFKGSA jurisdictional boundaries encompass parcels within the County of Kings;

WHEREAS, the county has requested a resolution identifying the assessment amounts for those lands within the county;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SOUTH FORK KINGS GROUNDWATER SUSTAINABILITY AGENCY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. For the tax roll year 2021-2022, the Board authorizes an assessment of \$9.00 per acre, without regard to property valuation.
2. The Board finds it is authorized to collect the assessments on property tax bills prepared by the County of Kings pursuant to Water Code Section 10730(d), and by this resolution makes such request.

PASSED AND ADOPTED this 17th day of June, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST:

Secretary

SECRETARY'S CERTIFICATE

I, _____, Secretary of South Fork Kings GSA, also known as the SFK GSA, hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Directors of said Agency duly and regularly held at the regular meeting place thereof on the 17th day of June 2021, of which meeting all of the members of said Board of Directors had due notice and at which a majority thereof were present.

WITNESS my hand this 17th day of June 2021.

Secretary

2021-01 KINGS COUNTY ASSESSMENT RATE

12 - Adoption of Resolution 2021-01: Resolution Levying Assessment

Last modified: 6/10/2021

13 - Approval of Geosyntec Task Orders for Fiscal Year 2021-2022

The Board will be asked to approve Task Orders for Geosyntec to carry out in Fiscal Year 2021-2022. *Requires a 4/5ths vote of the Members.*

For Decision

[#taskorders](#)

Attachments

[Geosyntec Work Orders FY22.pdf](#)

ATTACHMENT A

TASK ORDER Nos. 1 through 9

2022 FISCAL YEAR PROFESSIONAL SERVICES

This Task Order is effective as of July 1, 2021 by and between South Fork Kings Groundwater Sustainability Agency (“SFKGSA”) and Geosyntec Consultants Inc. (“Geosyntec”) pursuant to the terms and conditions set forth in the Consulting Services Agreement (“Agreement”), executed between the parties on July 1, 2021. The terms of the Agreement are incorporated in this Task Order by reference.

1) The professional services to be performed for these Task Orders include the following:

Task Order 1 – Project Coordination/Meetings

Consultant serves as the lead consultant to oversee, manage, and coordinate the following:

- Meetings and communications with SFKGSA staff, Board events, related teams such as Advisory Committee, Stakeholders, Board Members, as well as other GSA/Subbasin related entities.
- Continued assistance with SFKGSA project coordination including tracking Project schedule and consultation to ensure that the project meets the technical goals and objectives.
- Coordinate with SFKGSA Management and attend Board of Directors, stakeholders, and committee meetings as requested by SFKGSA. Consultant will be prepared to make periodic presentations to the Board on project progress.

Task Order 2 – ASR Pilot Test

This task incorporates efforts for the following:

- Upon completion of the ASR Pilot Test, Geosyntec will finalize the ASR report to be submitted to the Regional Water Quality Control Board and Division of Drinking Water.

Task Order 3 – ASR CEQA Document

This task incorporates efforts for the following:

- A programmatic Environmental Impact Report under CEQA will be drafted and submitted to the Regional Water Quality Control Board and Division of Drinking Water.

Task Order 4 – Groundwater Monitoring Program

This task incorporates expected efforts for implementation of the GSP. Expected tasks include the following:

- Collecting semi-annual water level measurements within the GSA.
- Reviewing and evaluating GSA thresholds and objectives.
- Upholding commitments to the monitoring program as stated in the GSP.

Task Order 5 – Database Management

This task will include the following services, pending discussion with the GSP and GSA teams and stakeholders:

- Data collection in the GSA, DMS population, data analysis, and transmittal for inclusion in GSP documents.

Task Order 6 – Grants

Consultant serves to research, manage, and coordinate the following:

- Review and apply for funding opportunities that SFKGSA may qualify for and pursue.

Task Order 7 – Project Design

This task may include some or all of the following services:

- Plan and prepare initial conceptual plans for project(s).
- Provide description of project(s) progress for Annual Report

Task Order 8 – Surrounding Basin Coordination

This task may include some or all of the following services, pending discussion with the GSP and GSA teams and stakeholders:

- Coordinate with surrounding basins and GSAs on management actions to achieve sustainability. These coordination efforts include attending meetings, phone calls and other communications.
- Compare and evaluate sustainability efforts within the Subbasin and surrounding basins.

Task Order 9 – Monitoring Well

This task incorporates efforts for the following

- Installation of a B-Zone well within a beneficial location to the GSA.

2) The project schedule is as follows:

These Task Orders covers work for FY 2022 from July 1, 2021 to June 30, 2022.

- Task Orders 1 through and 9 will span the duration of the FY 2022

3)The Compensation to be paid to Consultant for the performance of the Services under these Task Orders is as follows:

These Task Orders authorize on a time and materials basis for an estimated total fee of \$380,000 broken into the following tasks:

- Task Order 1 – Project Coordination/Meetings – \$35,000
- Task Order 2 – ASR Pilot Test – \$40,000
- Task Order 3 – ASR CEQA Document – \$50,000
- Task Order 4 – GW Monitoring Program – \$20,000
- Task Order 5 – Database Management – \$25,000
- Task Order 6 – Grants – \$30,000
- Task Order 7 – Project Design – \$50,000
- Task Order 8 – Surrounding Basin Coordination – \$30,000
- Task Order 9 – Monitoring Well – \$100,000

4)The Deliverable to be provided under these Task Orders are as follows:

- Task Order 1 – Project Meetings
- Task Order 2 – Complete ASR Report
- Task Order 3 – Programmatic CEQA
- Task Order 4 – Groundwater Monitoring and Reporting
- Task Order 5 – Update database/landowner registry
- Task Order 6 – Identify and prepare grant application
- Task Order 7 – Identify projects and initial design
- Task Order 8 – Work with neighboring Basins
- Task Order 9 – B-Zone monitoring well installation

Assumptions

The fees listed above include support from our sub-consultants.

The fees listed above are our estimates at this time and do not include funding from outside sources (ie, grants, etc.). Monies may be shifted from task to task without exceeding the overall budget.

SOUTH FORK KINGS GROUNDWATER
SUSTAINABILITY AGENCY

By: _____

Name: _____

Title: _____

Date: _____

GEOSYNTEC CONSULTANTS

By: _____

Name: Amer Hussain

Title: Principal

Date: _____

Geosyntec Work Orders FY22

13 - Approval of Geosyntec Task Orders for Fiscal Year 2021-2022

Last modified: 6/11/2021

14 - Approve LandIQ Agreement for Fiscal Year 2021-2022

The Board will be asked to approve entering into an agreement with LandIQ for work in Fiscal Year 2022. *Requires a 4/5ths vote of the Members.*

For Decision

[#budget](#) [#landiq](#)

Attachments

[20210610 SFKGSA ET Scope LandIQ.pdf](#)

[Client Service Agreement Land IQ LLC Updated July 11 2019.doc](#)

LAND IQ DATA DRIVEN METHOD (LDDM) FOR EVAPOTRANSPIRATION, PRECIPITATION, AND CROP TYPE AT THE FIELD LEVEL – SOUTH FORK KINGS GROUNDWATER SUSTAINABILITY AGENCY

TO: Charlotte Gallock/South Fork Kings Groundwater Sustainability Agency
Amer Hussain/Geosyntech

FROM: Joel Kimmelshue/Land IQ
Seth Mulder/Land IQ
Frank Anderson/Land IQ
Zhongwu Wang/Land IQ
Casey Gudel/Land IQ

DATE: June 10, 2021

INTRODUCTION

This scope of work proposal was developed at the request of the South Fork Kings Groundwater Sustainability Agency (SFKGSA) for the purpose of developing a monthly field by field estimate of actual evapotranspiration (ET) occurring within the SFKGSA. Included in the deliverables will also be field by field precipitation, and twice-yearly field by field crop mapping. A web tool will be used to relay the results each month.

Calculation of ET can be performed accurately using weighing lysimeters and eddy correlation monitoring techniques. These methods are limited, however, because they provide point values of ET for a specific location and fail to provide the ET on a regional scale. This limitation has motivated the development of using remotely sensed (RS) data from satellites to evaluate ET over large areas. Satellite data are well suited for deriving spatially continuous ET surfaces that can be sometimes pared down to the field scale because of their temporal and spatial characteristics. However, the most accurate use of RS models require calibration to actual surface measurements and work from the field level originally. The data driven approach proposed for the tasks in this scope of work includes a combination of high-density, specific ground measurements and remotely sensed modeling, calibrated with those measurements.

STAFFING RESOURCES AND PROJECT COOPERATORS

Staff expected to work on this project from Land IQ have been involved in various aspects of evapotranspiration modeling, agricultural remote sensing, and regulatory support for the last 3 to 21 years, and are listed below. Other appropriately qualified staff may also participate to facilitate completion of any tasks approved by the SFKGSA as a part of this proposed scope of work.

- Principal In Charge and Principal Agricultural Scientist – Joel Kimmelshue, PhD

- Principal Remote Sensing Analyst – Zhongwu Wang, PhD
- Biometeorologist – Frank Anderson, MS
- Agricultural Scientist – Seth Mulder, MS
- Agricultural Scientist – Andrew Loberg, BS
- Remote Sensing Analyst – Juan Geng, MS
- Project Manager/Client Relations – Casey Gudel, MS
- GIS Analyst – Justin Sitton, BS
- Support Staff – Various as needed

Land IQ also welcomes input and collaboration with the SFKGSA or associated irrigation district staff and intends on integrating staff into continued instrumentation efforts, data collection, and monitoring programs as the on-the-ground, local component of the team, if possible and feasible for SFKGSA.

Implementation of these tasks may also include coordination efforts with other technical providers that Land IQ will manage as a part of this overall effort. Land IQ intends on working openly with these parties to help facilitate, to the extent possible, understanding and acceptance of the work approaches and data management used for analysis and ultimate results.

TASKS

This scope of work has been developed based on individual task discussions and requests from the SFKGSA. These tasks include:

- **Task 1** – Monthly Consumptive Use Analysis
- **Task 2** – Monthly Reporting Via A Web-Based Tool
- **Task 3** – Station Management and Maintenance
- **Task 4** – Outreach

Each of these tasks is discussed in detail below and includes schedule and deliverables. A cost summary for all work is provided.

TASK 1. MONTHLY CONSUMPTIVE USE ANALYSIS

Scope of Work: It is proposed that the Land IQ Data Driven Method (LDDM) developed for Semitropic Water Storage District (used since 2016), North Kern Water Storage District (used since 2018), Shafter Wasco Irrigation District (used since 2018), East Kaweah Groundwater Sustainability Agency (used since 2020), the Tule Subbasin Groundwater Sustainability Agencies (used since 2020), Kings County Water District and the Mid Kings River GSA (beginning in 2021), Southern San Joaquin Municipal Water District (beginning in 2021), Southwest Kings GSA (beginning in 2021) and North Fork Kings GSA (beginning in 2021) be used. The LDDM is used to interpret image data and leverages robust and repeated ground station data to be implemented within the SFKGSA as well as a more direct image analysis. The approach yields more accurate results when repeated and representative ground calibration data are available as compared to RS ET estimates without ground truthing.

Because the LDDM establishes calibration and validation data at the field level and also analyzes at the field level, the result is field-level consumed water which can then be rolled up to any regional area desired. This is unique to the LDDM RS method as compared to other RS approaches and models.

Scope Confidentiality: This scope of work is considered confidential in nature, and is intended for review and consideration only by the addressees or direct representatives of the organization in the "Prepared For" line.

This method does, however, require robust ground truthing data, which is proposed as part of this work effort for the entire SFKGSA. This effort will employ Landsat 8, Sentinel 2, and purchased high resolution satellite imagery (contracted by Land IQ and included in the overall cost). Satellite data will be screened for cloud cover and terrain corrected. It is important that the images used contain a clear sky. Ground measurements from monitored eddy covariance (EC), surface renewal (SR), Land IQ stations, and cooperator stations will be used to generate hourly ET data correlated to the satellite image overpasses and then used as a dependent variable in the modeling process.

It should be noted that Land IQ has hired as flex employees for complete independent review of our monthly results the following individuals:

- Blake Sanden, M.S., UCCE Irrigation & Agronomy Farm Advisor Emeritus, Kern County
- Allan Fulton, M.S., UC Irrigation and Water Resources Advisor, Emeritus, Kings and Tehama Counties

Deliverables: None

Schedule: Individual analyses will be completed monthly, and results delivered (Task 2) to the SFKGSA within 25 days from the end of the previous month.

TASK 2. MONTHLY REPORTING VIA A WEB-BASED TOOL

Scope of Work: Monthly reports will be developed. The first of the 12 monthly reports will begin on the 1st of the month following completion of recording of 30 days of climatic data and will be delivered within approximately 25 days of the end of the previous month. Results will be delivered in both report and web-based format. The web tool will contain all fields, field boundaries, current crop mapping, coverages of field-by-field ET and precipitation as well as a download link for all results and reports. The web-based tool is designed to be used at the GSA level. The tool is not currently designed for individual grower access, however can be developed at additional cost not included in this scope of work.

Deliverables: Monthly results will be delivered in both shape file and report formats.

In addition to ET reporting, Land IQ will provide field by field crop type mapping for the SFKGSA in electronic and summary form at least two times per year. These data will be the same crop mapping that are provided to the State of California, Department of Water Resources as Land IQ is the contractor for that dataset. The delivery of the crop mapping will be approximately July 1 and October 1 of each year and may be modified based on crop rotations and timing.

The three deliverables include:

- Monthly field-by-field ET
- Monthly field-by-field precipitation
- Field-by-field crop mapping (2 times per year)

Schedule: Individual analyses and reporting will be completed monthly, and ET and precipitation results delivered within about 25 days of the end of the previous month being analyzed. Crop mapping data will be delivered on or about July 1 and October 1 of each year.

TASK 3. STATION MANAGEMENT AND MAINTENANCE

Scope of Work: This effort installs, manages and continuously maintains 6-8 ground truthing climatic stations of eddy covariance and/or surface renewal approaches to collect instantaneous ET ground data

at select locations representing crop production within SFKGSA. At times, and depending on crop type/location shift, it should be expected that some stations may need to be moved. However, with some permanent crops within SFKGSA, some stations will stay within those permanent crops and are not expected to be moved. Regardless, all costs are included in the overall cost.

The data collected by these stations will be used to calibrate the LDDM RS models for ET and create ET estimates across all fields across SFKGSA to get a complete estimate of SFKGSA-wide ET and ET by crop type by field. Data stations are fully telemetered by cellular communication systems to Land IQ servers. The system will incorporate data flagging protocols to identify any inconsistencies in collection or outages. Land IQ will conduct approximately monthly site visits during the year in coordination with SFKGSA personnel to verify proper functionality and perform any necessary or seasonal adjustments.

Deliverables: None

Schedule: Continuous

TASK 4. OUTREACH AND PRESENTATIONS

Scope of Work: This task accounts for up to two meetings per year to assist with or participate in outreach meetings with growers, irrigation district, and/or other stakeholder representatives.

Deliverables: Presentation materials

Schedule: As needed or directed by SFKGSA.

TOTAL COST AND PAYMENT TERMS

According to DWR records and Land IQ mapping there are approximately 71,311 gross acres within the SFKGSA. Land IQ has mapped 3,541 acres of urban areas (Lemoore and Stratford) within the SFKGSA.

Therefore, the net analysis acres are 67,770. The annual cost \$0.76/acre/year, thus the SFKGSA will receive a monthly invoice for \$4,292.10 for the 3-year contract duration.

Land IQ is currently in conversations with other neighboring GSA's and Subbasins. If those larger acreage GSA's and Subbasins ultimately use the LDDM, the per acre costs may decrease depending on the acres involved and associated equipment cost. The cost may also stay the same. These costs are based on a minimum of a 3-year project duration commitment. If the SFKGSA decides to not complete the 3-year project duration, the remainder of costs for outstanding labor and expenses will be due.

The cost of \$0.76/acre/year includes all equipment, labor, expenses, supplies, station maintenance, analysis, project management, and all other associated costs. All stations are provided as a rental cost contained within the overall cost and the equipment is owned by Land IQ.

It should be noted that costs are estimates at this time and unforeseen variables and/or efficiencies may occur which may alter costs up or down. Depending on participation by other neighboring Districts, Subbasins or other areas, some cost savings may be realized. Also, annual escalations (e.g. 1-4%) to account for increases in labor costs may or may not be implemented at the beginning of each calendar year.

[20210610 SFKGSA ET Scope LandIQ](#)

14 - Approve LandIQ Agreement for Fiscal Year 2021-2022

Last modified: 6/11/2021

LAND IQ, LLC

CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT (the “Agreement”) is made and entered into effective as of _____, 2021 by and between Land IQ, LLC, a California limited liability company, (“Land IQ”), and _____, a corporation (“Client”).

WHEREAS, Land IQ is engaged in the business of providing services to its clients that involve, among other services, the performance of analyses of soil, landscape, remotely sensed imagery, water, air, and crop production data, hydrological modeling, research services, and technical consultation and research in the fields of agriculture, remote sensing, water quality and supply management, geospatial analysis, environmental regulatory compliance, and legal support.

WHEREAS, Client desires to engage Land IQ to perform certain Designated Services (defined below), and Land IQ desires to perform such Designated Services, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises in this Agreement, and all other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Designated Services

Client hereby engages Land IQ, and Land IQ hereby accepts such engagement, at all times during the Term (as hereinafter defined), to provide those services to Client described on the Statements of Work entered into and attached hereto from time to time by the parties, each of which Statement of Work shall relate to a specific project, shall be substantially in the form of Exhibit A and shall be attached hereto and incorporated into this Agreement at the time such Statement of Work is agreed upon by the parties hereto (collectively, the “Designated Services”). Each such Statement of Work shall also set forth the Designated Services that shall be performed by Land IQ, and may include descriptions of deliverable items, deliverable schedules, acceptance criteria and other payment schedules. Although approved at project initiation, the Designated Services and any limitations on charges may be modified from time to time as agreed to in writing by the parties, for the applicable Statement of Work.

2. Compensation and Billing

In consideration of the performance of the Designated Services described in each Statement of Work, Client shall pay to Land IQ compensation in the form of professional fees at the rates or in the amounts and at the times set forth on such Statement of Work. Professional fees shall be charged either on a time and materials basis, unit cost basis or on a fixed fee basis, depending upon the terms of each applicable Statement of Work.

In further consideration of the performance of the Designated Services described in each Statement of Work, Client shall reimburse Land IQ for those services, items of property, materials and out-of-pocket expenses, costs and disbursements set forth on such Statement of Work. Land IQ agrees to provide Client with access to such original receipts, ledgers and other records as may be reasonably appropriate for Client or its accountants to verify the amount and nature of any such expenses, costs and disbursements. Also, Client shall pay all applicable sales and other similar taxes, if any, based upon the Designated Services.

Notwithstanding the above, the compensation to be paid to Land IQ in connection with the performance of the Designated Services is subject to modification by the parties hereto in connection with any modifications to the Designated Services hereunder, as provided in Section 1 above.

Land IQ shall invoice Client for amounts due from the performance of the Designated Services on a monthly basis except as otherwise agreed upon in a Statement of Work, and Client shall pay all invoiced amounts within thirty (30) days after the date of the applicable invoice unless other arrangements are made in advance. All unpaid invoices shall accrue interest at the rate of one and one-half percent (1.5%) per month to the extent that they are not paid by the end of such thirty (30) day period. Any payment will be applied first to accrued interest, then to accrued late charges and then

to any remaining balance. Client shall also be responsible for all costs and attorneys' fees incurred by Land IQ in collecting delinquent amounts.

3. Termination/Suspension of Services

The term of this Agreement (the "**Term**") shall begin on the date hereof, and shall continue until terminated pursuant to the terms hereof.

Either party shall have the right to terminate this Agreement for any reason whatsoever, upon thirty (30) days prior written notice thereof to the other party. Furthermore, either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party if such other party breaches any of the terms of this Agreement or fails to perform or observe any of its obligations hereunder, and such breach or failure is not cured within a period of ten (10) days after the receipt by the breaching party of written notice of such breach or failure specifying the nature of the breach or failure. Finally, Land IQ may terminate this Agreement or suspend the performance of the Designated Services upon ten (10) days prior written notice to Client if timely payment of invoices is not made.

Upon termination of this Agreement for any reason, Client shall pay to Land IQ all earned but unpaid professional fees and other amounts hereunder, and all reimbursable but unreimbursed expenses, costs and disbursements described herein; and if such termination occurs before completion of the Designated Services, then the amount of professional fees to be paid to Land IQ shall be determined (a) with respect to "fixed fee" Designated Services, on a pro rata basis based on the percentage of Designated Services then completed, and (b) with respect to "time and materials" Designated Services, based on the number of hours then performed and the amount of materials then used.

Upon termination of this Agreement for any reason, and after Client has paid in full all amounts described in this Section 3, Land IQ shall promptly return to Client copies of all Deliverables completed at time of termination, as described in the subject Statements of Work, except for one (1) copy, which Land IQ shall be entitled to keep. Furthermore, upon termination of this Agreement for any reason, Client shall promptly return to Land IQ copies of all physical embodiments of all Tools and Rights (defined below) and other data, records or materials of whatever nature or kind belonging to Land IQ, including all materials incorporating the proprietary information of Land IQ, and Client shall not retain any such copies. Finally, notwithstanding any provision of this Agreement to the contrary, the terms and provisions of Sections 3, 5, 10-13, and 15-26 shall survive any termination of this Agreement.

4. Delays and Force Majeure

Land IQ shall not be liable for delays in the performance of, or failures to perform, Designated Services caused by circumstances beyond its reasonable control, including without limitation, acts of God or the public enemy, acts and/or omissions of federal, state and local government authorities and regulatory actions, strikes and other labor disputes, riots, civil unrest, war, lockouts, accidents, fires, floods, unusually severe weather, epidemics and quarantine restrictions, death or disability of personnel, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, embargos, and shortages of labor, fuel, raw materials or equipment. For delays resulting from actions or inactions of Client or its representatives, or of third parties, Land IQ shall be given an appropriate time extension and shall be compensated for all additional costs of labor, equipment and other direct and indirect costs Land IQ incurs during any delay or interruption of services caused by circumstances beyond Land IQ control. Delays of more than ninety (90) days shall, at the option of either party, make this Agreement subject to termination.

Client recognizes that delays relating to the processing of permit applications or approval of permits are beyond the control of Land IQ. Land IQ makes no warranties and Client waives any claims against Land IQ relating to the timeliness of approvals or the success of permit applications prepared under this Agreement.

5. Ownership of Materials

Unless otherwise expressly agreed upon in a particular Statement of Work, Client is and shall be the owner of all final documents and other written communications, generated by Land IQ in the performance of the Designated Services and identified as being deliverables under the applicable Statements of Work (collectively, the "**Deliverables**").

Notwithstanding any other provisions of this Agreement, Client may use, distribute and submit such Deliverables to regulatory agencies and principals of Client, as well as to third parties, including without limitation, press or media representatives and representatives of citizens or public interest groups in connection with Client's interests relating to the applicable Site (defined below). Client shall also be the owner of all licenses to information, maps, websites or products, generated by Land IQ and identified as being deliverables under the applicable Statements of Work (collectively, the "**Licenses**"). Use and distribution of any and all Licenses by the Client will be limited by the terms of a License Agreement to be completed by both parties. The License Agreement shall not override any other terms and conditions of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, Land IQ shall retain and be the sole owner of all right, title and interest in and to all of the (a) ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, data libraries, processes, routines and technologies created, adapted or used by Land IQ in its business generally, irrespective of whether possessed by Land IQ prior to, or acquired, developed or refined by Land IQ (either independently or in concert with Client) during the course of, the performance of the Designated Services; (b) information, programming, software, documentation, data compilations, reports and any other media, working notes, drawings, designs, specifications, materials or other objects produced as a result of Land IQ's performance of the Designated Services, other than the Deliverables; and (c) applicable rights to patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto (collectively, the "**Tools and Rights**"). Client shall have no interest in or claim to such Tools and Rights, and Land IQ shall be free to use any such Tools and Rights in providing services to any persons or entities in the future.

Use by Client or third parties of any Tools and Rights or other intellectual property owned by Land IQ, or any device or enhancement developed by Land IQ, without the written permission of Land IQ, is prohibited, and Client shall defend, indemnify and hold Land IQ harmless from all losses, claims, damages and expenses, including reasonable attorneys' fees and costs, incurred by Land IQ and arising out of such unauthorized use. Further, Client shall reasonably compensate Land IQ for violation of any copyright, patent or other intellectual property rights occasioned by such unauthorized use.

6. Right of Inspection and Audit

If Land IQ's professional service fees for any particular Designated Services are charged on a time and materials basis, Client may at its sole cost and expense, during the Term and for six (6) months after its completion, have reasonable access upon reasonable notice and during normal business hours to all pertinent Land IQ records and accounts relating to such charges. Client shall reimburse Land IQ for all personnel, materials and copying costs incurred by Land IQ for any such Client inspection and audit.

7. Assignments and Subcontractors

Except as otherwise provided in this Agreement, neither Client nor Land IQ shall assign or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the other. Notwithstanding the above, Land IQ may subcontract the performance of those Designated Services which are ordinarily or customarily provided by others or which are necessary to prevent or minimize danger to persons, property or equipment, subject to the prior written consent of Client, which consent shall not be unreasonably withheld or delayed.

8. Independent Contractor Status

It is agreed that Land IQ shall act as an independent contractor with respect to the performance of the Designated Services hereunder, and not as an employee, agent or representative of Client. To that end, the parties hereby acknowledge and agree that Client shall have no right to control the manner, means or method by which Land IQ performs the Designated Services hereunder. Rather, Client shall be entitled only to direct Land IQ with respect to the elements of the Designated Services to be performed by Land IQ and the results to be derived by Client, to inform Land IQ as to where and when such Designated Services shall be performed, and to review and assess the performance of such Designated Services by Land IQ for the limited purposes of assuring that such Designated Services have been performed and confirming that such results were satisfactory. Land IQ agrees to pay all income taxes due on amounts paid to it under this Agreement, and is solely responsible for timely remittance to appropriate authorities of all federal, state and

local income taxes and charges incident to the payment of compensation for services, and to the operation of Land IQ's business. Land IQ shall not undertake to perform any regulatory or contractual obligation of Client or to assume any responsibility for Client's business or operations.

9. Insurance

During the Term, Land IQ agrees to maintain statutory workers' compensation insurance in the amount required by law, and employer's liability, professional, commercial general and automobile liability insurance in the amount of at least One Million Dollars (\$1,000,000) each. Copies of certificates of insurance shall be issued upon request.

10. Standard of Care

Land IQ agrees to perform the Designated Services pursuant to the terms of this Agreement and in material compliance with all applicable laws, rules and regulations of government authorities. Although Land IQ believes that the Designated Services shall provide the desired benefits sought by Client, Land IQ cannot give any warranty or guaranty with respect thereto, and specifically LAND IQ MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, WITH RESPECT TO THE DESIGNATED SERVICES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Client agrees to provide Land IQ with prompt written notice of any defect or suspected defect in the Designated Services.

11. Limitation of Liability

- A. In no event shall the Land IQ Indemnitees (defined below) be liable to Client or to any other person or entity for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the breach thereof, or to the performance of the Designated Services.
- B. Client acknowledges and agrees that Land IQ shall have no liability to Client with respect to the quality or condition of any data, media or other materials provided by Client to Land IQ as part of Land IQ's performance of the Designated Services. For example, if such data contains a virus, bug or other defect, Land IQ shall not be responsible for any such matters or for any costs or expenses necessary to correct same. Furthermore, Client acknowledges and agrees that Client shall be solely responsible for Client's data, media and materials while they are in transit to or from Land IQ. Land IQ shall not be held responsible for errors introduced within Land IQ's software or any other software that result from databases or database interfaces that have been developed by parties other than Land IQ.

Notwithstanding any other provision herein, (a) the collective liability of the Land IQ Indemnitees to Client shall be limited to injuries or losses caused during the Term by the gross negligence or willful misconduct of Land IQ, and (b) in no event shall the Land IQ Indemnitees' aggregate liability to Client exceed the lesser of (1) the total amount of professional service fees paid to Land IQ hereunder by Client with respect to the Statement of Work in dispute, and (2) Five Hundred Thousand Dollars (\$500,000), unless such actual or alleged losses arise directly or indirectly from Professional errors or omissions, in which event the Five Hundred Thousand Dollar (\$500,000) amount shall be increased to One Million Dollars (\$1,000,000).

12. Indemnity

- A. To the maximum extent permitted by law, Client shall defend, indemnify and hold harmless Land IQ, its members, managers, officers, and employees (collectively, the "**Land IQ Indemnitees**"), from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties and assessments incurred or sustained by the Land IQ Indemnitees, or any of them, on account of (a) any personal injury, death or damage to or loss of property in any manner related to the management, conduct or operation of Client's business, (b) the gross negligence or willful misconduct of Client in the performance of its obligations under this Agreement, and/or (c) the failure of Client to comply with all of its obligations under this Agreement.

- B. To the maximum extent permitted by law, but subject to the limitations described in Sections 4, 11 and this Section 12, Land IQ shall defend, indemnify and hold harmless Client from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties and assessments incurred or sustained by Client on account of the gross negligence or willful misconduct of Land IQ in the performance of its obligations under this Agreement; provided, however, that the maximum aggregate liability of the Land IQ shall not exceed the policy limit of the Land IQ's applicable policy.

13. Confidentiality

Each party hereto acknowledges that, in connection with this Agreement, such party (the “**Disclosee**”) might be making use of, acquiring and adding to, the Confidential Information of the other party (the “**Discloser**”). For purposes of this Agreement, “**Confidential Information**” shall mean (i) the confidential and proprietary information of the Discloser which is of a special and confidential nature and has tangible or intangible value and which includes, but is not limited to, the following: (1) information related to the suppliers, customers, and prospective suppliers and customers of the Discloser, (2) information concerning or related to the business of the Discloser that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons or entities revealing or disclosing same to such competitors, and (3) “trade secrets”, as that term is defined in California Civil Code Section 3426.1, as amended from time to time, or such other applicable state law, statute or code (“**Trade Secrets**”); (ii) the confidential and proprietary information of any other person or entity that the Discloser is obligated to maintain or hold as confidential; and (iii) any and all oral or written analyses, notes, compilations, studies, interpretations, extracts or summaries which contain, reflect or are based upon, in whole or in part, any of the confidential and proprietary information described in items (i) or (ii) as well as all photo, electronic or other copies or reproductions, in whole or in part, of any of the foregoing, stored in whatever medium (including electronic or magnetic); provided however, that Confidential Information shall not include any information that: (A) was generally known or available to the public (other than by reason of any violation by the Disclosee or any other person or entity of any written or other obligation of confidence) at the time of the disclosure to the Disclosee by the Discloser or any of its agents or representatives, or (B) became generally known or available to the public (other than by reason of any violation by the Disclosee or any other person or entity of any written or other obligation of confidence) after the time of disclosure to the Disclosee by the Discloser or any of its agents or representatives. Each Disclosee acknowledges that the Confidential Information has been and shall continue to be of central importance to the business of the Discloser, and that disclosure of it to, or its use by, others could cause substantial loss to the Discloser. Each Disclosee agrees that, at all times during the Term and (a) with respect to all Trade Secrets, for so long thereafter as such Trade Secrets continue to constitute Trade Secrets (or for a period of five (5) years after the Term, whichever is longer); and (b) with respect to all Confidential Information not constituting Trade Secrets, for a period of five (5) years after the Term, the Disclosee shall not, directly or indirectly, use, divulge or disclose to any person or entity, other than those persons or entities employed or engaged by the Disclosee who or which are authorized to receive such information, any of the Confidential Information which was obtained by the Disclosee as a result of the performance of this Agreement, and the Disclosee shall hold all of the Confidential Information confidential and inviolate and shall not use the Confidential Information against the best interests of the Discloser. Notwithstanding any provision of this Section to the contrary, the obligations of the parties set forth in this Section shall not in any manner be construed to limit or adversely affect the exercise of the rights and privileges of Section 5 above, and in the event of any conflict between the terms of this Section 13 and the terms of Section 5, the terms of Section 5 shall govern and control.

14. Right of Entry and Property Responsibility **[MAY EXCLUDE IF NOT APPLICABLE]**

During the Term, Client shall grant or cause to be granted to Land IQ and its assignees and subcontractors, at Client's expense, free access to any Site affiliated with the Designated Services. Client shall notify the owners and possessors of such Site, whether they are lawfully or unlawfully in possession, that Client has granted such free access to such Site. Client shall secure permission and any permits necessary to allow Land IQ and its assignees and subcontractors free access to such Site at no charge to such parties unless otherwise specifically agreed to in writing.

Land IQ shall not assume control of or responsibility for the property itself or the safety of persons not in Land IQs' employ.

15. Site Uncertainties **[MAY EXCLUDE IF NOT APPLICABLE]**

In soil, landscape, land use, water and other scientific investigations, actual conditions may vary materially from those noted at test points, sample intervals, or by remote analyses. Because of the inherent uncertainties, changed or unanticipated conditions may arise during subsequent activities at any Site that could potentially affect project scope and cost. Because of these inherent uncertainties, Land IQ's reports and opinions with respect to any landscape condition are not guaranteed to be a representation of actual Site conditions or costs, and the consequences of unanticipated conditions during subsequent activities at any Site are not the responsibility of Land IQ.

16. Nonsolicitation of Personnel

Client acknowledges that Land IQ provides a valuable service by identifying and assigning its employees, independent contractors and agents to assist Land IQ in conducting the Designated Services. Therefore, without the prior written consent of Land IQ, Client shall not recruit or hire any employee, independent contractor or agent of Land IQ that is or has been assigned to perform any of the Designated Services on behalf of Land IQ, or who actually performs any part of such Designated Services, until one (1) year after the termination of this Agreement in writing.

18. Notices

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and, if mailed by prepaid first class mail or certified mail, return receipt requested, at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next business day following delivery to such courier. Finally, notices hereunder may be delivered by facsimile transmission or by electronic mail transmission; if sent by facsimile transmission, such notice shall be followed forthwith by letter and shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's facsimile machine; and if sent by electronic mail transmission, such notice shall be followed forthwith by letter and shall be deemed to have been received on the next business day following such transmission. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

(a) If to Land IQ:

Land IQ, LLC
2020 L Street, Suite 110
Sacramento, California 95811
Attention: Casey Gudel
phone: (916) 265-6344
email: cgudel@landiq.com

(b) If to Client:

Client Name
Address:
Attention:
Phone:
Email:

unless and until notice of another or different address shall be given as provided herein.

19. Integration

This Agreement, including each Statement of Work and License Agreement related hereto and entered into by the parties hereto from time to time, and all other attachments, if any, hereto and to any Statement of Work and License Agreement,

embodies the entire agreement between, and the understanding of, the parties hereto in respect of the subject matter contained herein. The parties hereto have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior or contemporaneous negotiations, understandings and agreements, whether written or oral, between the parties hereto with respect to the subject matter contained herein, including but not limited to any preprinted terms and conditions contained in any purchase order, request for proposal, proposal or other written communication between the parties. In the event of any conflict between the terms and conditions of this Agreement (excluding the Statements of Work and License Agreements) and the terms and conditions of a particular Statement of Work or License Agreement, the terms and conditions of this Agreement (excluding the Statements of Work and License Agreements) shall govern and control, except to the extent otherwise expressly provided in such Statement of Work or License Agreement.

20. Extensions, Modifications or Amendments

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification or amendment is set forth in a written instrument, which is executed and delivered on behalf of such party.

21. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as provided above, this Agreement shall not create any rights or benefits in any person or entity other than Client and Land IQ, nor is it intended to create any third-party beneficiaries to it.

22. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were limited or modified, consistent with its general intent, to the extent necessary so that it shall be valid, legal and enforceable, or if it shall not be possible to so limit or modify such invalid, illegal or unenforceable provision, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and all other provisions hereof shall be and remain unimpaired and in full force and effect.

23. Waiver

The failure or delay of either party hereto at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by either party hereto of any condition of this Agreement, or the breach of any term, agreement or covenant or the inaccuracy of any representation or warranty of this Agreement, whether by conduct or otherwise, in any one or more instances shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

24. Governing Law

This Agreement, and any and all claims arising out of the relationship between the parties hereto, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable.

25. Arbitration

Any dispute, claim or controversy relating in any way to this Agreement, whether in contract, in tort or otherwise, except a request for equitable, injunctive or restraining relief or to enforce an arbitration award, shall be resolved by arbitration in Sacramento, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), subject to the limitations of this Section 25. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration will be filed in writing with the other party hereto and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any

such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The parties agree that three (3) arbitrators shall arbitrate all disputes. The arbitrators shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules from the panels of arbitrators maintained by the American Arbitration Association. The parties will be entitled to discovery in the arbitration proceeding to the extent provided for in civil actions in the United States District Court for the Eastern District of California. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to vacation, modification or appeal, except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply. Except as provided to the contrary in Section 26, each party shall pay its own expenses of arbitration, and the expenses of the arbitrators shall be equally shared.

26. Attorneys' Fees

In the event of mediation, arbitration or litigation between Client and Land IQ arising out of the Agreement, each party shall be entitled to recover from the other all of its reasonable costs and attorneys' fees, to the extent that such party prevails over the other party in such proceeding. Notwithstanding the above, Client also agrees to pay all costs, including, without limitation, personnel charges under Land IQ' standard Schedule of Charges and reasonable attorneys' fees incurred by Land IQ in responding to any subpoena or other lawful demand by Client or a third party (including any government entity) for information, testimony or documents relating to the Designated Services provided under this Agreement.

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

LAND IQ:

LAND IQ, LLC

By: _____

Name: Mica Heilmann

Title: Manager/Owner

CLIENT:

CLIENT NAME

By: _____

Name: _____

Title: _____

EXHIBIT A
STATEMENT OF WORK

SEE ATTACHED STATEMENT(S) OF Work

Client Service Agreement Land IQ LLC Updated July 11
2019

14 - Approve LandIQ Agreement for Fiscal Year 2021-2022

Last modified: 6/11/2021

15 - Approve Geosyntec Proposal for Tulare Lake Subbasin Work - Request for Additional Funds for Fiscal Year 2020-2021

The Board will be asked to approve additional funds for work completed before June 30, 2021 on behalf of the Tulare Lake Subbasin. *Requires 4/5ths vote of the Members.*

For Decision

Attachments

[TLNB Request Add Funds.pdf](#)

May 27, 2021

Ms. Charlotte Gallock
South Fork Kings GSA
c/o Kings River Conservation District
4886 E. Jensen Avenue
Fresno, CA 93725

**Subject: Request for Additional Funds
Tulare Lake Subbasin Annual Report**

Dear Ms. Gallock:

Geosyntec Consultants Inc. (Geosyntec) has prepared this letter to request additional funds for the preparation of the WY 2020 Annual Report for the Tulare Lake Subbasin. Back in February, we indicated to the Tulare Lake GSA managers that we would likely be seeking a budget increase based on the level of effort to complete the report. Our original proposal, dated September 28, 2020, was in the amount of \$29,000. At this time, we are requesting an additional \$15,000 to bring the total to \$44,000.

The additional funds covers the following tasks: assessment of data received by GSAs and various entities as late as March 5, incorporating the switch land use data from CropScape to LandIQ; reassessment of storage change calculation method; continued collaboration with GSA managers; recalculation of first annual report data to water year using available data found in the database, and additional time needed to update and organize the DMS which will ease efforts for future annual reports and GSP updates. The DMS was updated to include required details such as diversion sources, agency sectors, monitoring network contact information.

As the Report has been completed and submitted to DWR, this request includes all the additional funds we are requesting. Based on the additional work completed the 2020 Annual Report, we are confident that future Annual Reports will be completed on a not to exceed firm fee.

Ms. Charlotte Gallock
May 27, 2021
Page 2

If you find this request acceptable, please sign below to authorize us to proceed. Should you have any questions or require additional information, please contact Amer Hussain at (559) 228-9086.

Sincerely,



Amer A. Hussain, P.E.
Principal Engineer

By its signature below and/or authorizing Geosyntec Consultants to proceed in accordance with this Request. South Fork Kings GSA, on behalf of the Tulare Lake GSAs, accepts and agrees to the additional compensation described above.

Name

Signature

[TLSB Request Add Funds](#)

15 - Approve Geosyntec Proposal for Tulare Lake Subbasin Work - Request for Additional Funds for Fiscal Year 2020-2021

Last modified: 6/11/2021

16 - Approve Geosyntec Proposal for Tulare Lake Subbasin Work - Request for New Services for Fiscal Year 2021-2022

The Board will be asked to approve a request for new services for Fiscal Year 2021-2022, related to work within the Tulare Lake Subbasin. *Requires 4/5ths vote of the Members.*

For Decision

Attachments

[TLSB FY 22 Engineering Support.pdf](#)

May 27, 2021

Ms. Charlotte Gallock
South Fork Kings GSA
c/o Kings River Conservation District
4886 E. Jensen Avenue
Fresno, CA 93725

**Subject: Proposal for
Engineering Support Fiscal Year 2022
Tulare Lake Subbasin**

Dear Ms. Gallock:

Geosyntec Consultants Inc. (Geosyntec) has prepared this proposal to provide engineering support to the Tulare Lake Subbasin (TLSB) Groundwater Sustainability Agencies (GSAs) from July 2021 through June 2022 (Fiscal Year 2022). This proposal outlines the services that Geosyntec will provide the TLSB to implement the Groundwater Sustainability Plan (GSP). Our services will include coordinating with the GSA managers on basin-wide requirements, updating the subbasin data management system (DMS), preparing the WY2021 Annual Report, and assist in responding to comments on the Groundwater Sustainability Plan.

The scope of services below describe the tasks to be performed and the fees associated with each task are provided in Exhibit A. In addition, a copy of our Fee Schedule is included as Exhibit B.

TASK 1: SUBBASIN COORDINATION

Geosyntec will attend up to twelve (12) GSA Manager meetings to present and discuss data with the Subbasin and continue to towards implementing SGMA. Our role in the meetings will be prepare an agenda, maintain a record of decisions, and provide updates on projects and tasks. In addition, Geosyntec will act as the Point of Contact for the subbasin with DWR. As part of these services, we will attend quarterly meetings with DWR.

TASK 2: DATA COLLECTION AND UPLOAD

Geosyntec will coordinate with GSAs throughout the year to compile necessary data for the annual report. Data requests to individual GSAs will include, but are not limited to:

- Groundwater elevations at the representative monitoring site (RMS) and other monitoring locations specified in the GSP, including ground surface and reference point elevations and depth to water measurements.
- Monthly surface water deliveries from each GSA's respective canal system.
- Monthly values of pumped groundwater from various sectors (Industrial, Municipal, Native Vegetation, Urban); and
- Monthly values of intentional groundwater recharge.

Geosyntec requests the above data be submitted shortly after collection to allow adequate time to assess groundwater conditions. Upon receiving data, Geosyntec will analyze and provide the GSAs with groundwater elevation contour maps and values for storage change, total water use and groundwater extraction. These items will be available for the GSAs to review within four to five weeks after data is submitted to Geosyntec.

Geosyntec will compile and report the following data to DWR as part of the annual report requirements:

- WY2021 cropping pattern data using Land IQ for Mid-Kings River GSA, South Fork King GSA, Southwest Kings GSA, and Tri-County Water Authority.
- Metered pumping volumes and cropping pattern for El Rico GSA.
- Groundwater quality data obtained from the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW)'s Electronic Data Transfer (EDT) and municipalities.
- Groundwater pumping calculated based on LandIQ data within each GSAs and the Subbasin as a whole;
- Change in aquifer storage calculated based upon water levels maps and agreed upon storage coefficients across the Subbasin; and
- Land subsidence data from existing programs (KRCD, Lemoore, Central Valley Spatial Reference Network, California High-Speed Rail Authority, California Aqueduct, California Department of Transportation, Kaweah Delta Water Conservation District, DWR InSAR).

Data collected for WY2021 will use the same sources as WY2020 to allow better comparison for each annual report, this includes data programs such as Land IQ, El Rico's metered pumping and land use, and DWR InSAR. If Geosyntec is unable to retrieve data from a GSA's respective land

subsidence or water quality existing program due to lack of cooperation from any agency within a GSA, the GSA may be requested to retrieve and submit the data to Geosyntec.

DWR requires that current Measurable Objectives (MO) and Minimum Threshold (MT) be uploaded to the SGMA Portal before any additional data can be added such as Spring 2021 water levels. As part of this effort, Geosyntec will review and evaluate the MOs and MTs for each RMS location. If the monitoring point does not have an available MO or MT, Geosyntec will present this information to the GSA to consider a new set of criteria. Since the submittal of the GSP, several of the RMS locations have been modified and MOs and MTs will need to be established. Once the values are agreed upon for each well, these values will be uploaded to the Portal.

TASK 3: UPDATE DMS

Geosyntec will continue to update the Tulare Lake Subbasin Data Management System (DMS) with data collected for WY2021. The TLSB DMS currently includes only the data utilized for the last two annual reports and not historically data used in GSP. Geosyntec will update SGMA Portal with WY2021 water level and subsidence measurements. Any additional imports that are required of the Subbasin within SGMA Portal will be updated including, but not limited to MOs and MTs, newly added monitoring points, well construction, and well survey information.

TASK 4: ANNUAL REPORT PREPARATION

An Annual Report summarizing groundwater conditions and implementation practices for the WY must be submitted yearly to the Department of Water Resources (DWR) by April 1st to remain in compliance with SGMA following adoption of the GSP. Geosyntec will compile and evaluate the data retrieved from Task 2 and prepare an annual report which summarizes groundwater conditions and implementation practices within the TLSB. The Annual Report will cover the water year from October 2020 to September 2021.

Figures, tables, and text will be prepared by Geosyntec as part of a draft report that will be submitted to the GSA's for review eight to ten (8-10) weeks before the Annual Report deadline. This will allow the GSAs time to review the draft and submit comments for possible revisions to the report. The final version of the WY2021 Annual Report will be submitted to DWR by uploading to SGMA Portal no later than April 1, 2022. A schedule for the Annual Report is include as Exhibit C.

Title 23 of the California Code of Regulations §356 outlines the annual report's procedural and substantive requirements and must include the following components from the preceding water year:

- Executive summary with location map depicting GSP coverage – §356.2 (a)
- Groundwater elevation data from each GSA's monitoring network displayed on a contour map and in historic hydrographs – §356.2 (b) (1)
- Groundwater extractions categorized by water use sector within each GSA – §356.2 (b) (2)
- Surface water supply (used or available for use) described by annual volume and supply sources – §356.2 (b) (c)
- Total water use summarized by water use sector and water source type – §356.2 (b) (4)
- Groundwater storage change with maps and graphical representation of historic, current, and cumulative groundwater storage changes – §356.2 (b) (5)
- Description of progress towards implementation of the GSP which includes interim milestones, project and management implementation from WY 2020 – §356.2 (c)

TASK 5: RESPONSE TO GSP COMMENTS

Geosyntec will support the TLSB to respond to comments received from DWR on the GSP. The scope of comments is unknown at this time, but we anticipate that the response will likely include a written response, compilation or collection additional data, and perhaps revisions to SMCs and measurable objectives. While we do not anticipate a significant revision of the groundwater model will be required or even desirable, we have modeling staff familiar with the Tulare Lake Model that can assist with any revisions or additional runs if needed. However, the response to comments is likely going to require a review of historical data used as prepare the GSP and as noted above that data is not in the current DMS. Some effort may be required to review the historical data and incorporate it into the DMS. The exact scope of services will be negotiated upon receipt of the written comments.

Ms. Charlotte Gallock
May 27, 2021
Page 5

CLOSURE

Geosyntec appreciates the opportunity to serve TLSB and for allowing us to provide a proposal for preparing the WY2021 Annual Report. If you find this proposal acceptable, please sign below to authorize us to proceed. Should you have any questions or require additional information, please contact Amer Hussain at (559) 228-9086.

Sincerely,

Amer A. Hussain, P.E.
Principal Engineer

Enclosure:
Exhibit A: Estimated Fees
Exhibit B: Geosyntec Fee Schedule
Exhibit C: Annual Report Schedule

By its signature below and/or authorizing Geosyntec Consultants to proceed in accordance with this Proposal, South Fork Kings GSA accepts and agrees to the Services, Schedule, and Compensation described above and the terms and conditions of existing MSA are incorporated by reference.

Name

Signature

Exhibit A – Scope of Work & Fees for Annual Report Preparation

| Task | Description | T&M |
|--------------------------------------|---|---|
| 1) Subbasin Coordination | <ul style="list-style-type: none"> Acquire data from various GSAs and associated existing programs Attendance at GSA Manager meetings Draft groundwater condition assessments (contour map, storage change values, etc.) | \$10,000 |
| 2) Data Collection and Upload | <ul style="list-style-type: none"> Collect data from GW monitoring Evaluate MOs and MTs for RMS locations Collect data for Annual Report | \$10,000 |
| 3) Update DMS | <ul style="list-style-type: none"> WY2021 Water Levels WY2021 Subsidence WY2021 Water Quality | \$8,000 |
| 4) Annual Report Preparation | <ul style="list-style-type: none"> Compile and evaluate data acquired for each GSA and provide draft to Subbasin for review before submittal. Submit the Annual Report by 4/1/22. | \$25,000 (Not to exceed) |
| 5) Response to Comments | <ul style="list-style-type: none"> Prepare response to Comments | To Be Negotiated upon receipt of comments |
| Time & Material: | | \$53,000.00 |

Exhibit B: Geosyntec Fee Schedule
GEOSYNTec CONSULTANTS: 2020 RATE SCHEDULE

| | <u>Rate/Hour</u> |
|--|-------------------------|
| Staff Professional | \$123 |
| Senior Staff Professional | \$143 |
| Professional | \$164 |
| Project Professional | \$186 |
| Senior Professional | \$210 |
| Principal | \$230 |
| Senior Principal | \$250 |
| Technician I | \$ 62 |
| Technician II | \$ 67 |
| Senior Technician I | \$ 72 |
| Senior Technician II | \$ 80 |
| Site Manager I | \$ 89 |
| Site Manager II | \$ 99 |
| Construction Manager I | \$113 |
| Construction Manager II | \$120 |
| Designer | \$130 |
| Senior Drafter/Senior CADD Operator | \$116 |
| Drafter/CADD Operator/Artist | \$102 |
| Project Administrator | \$ 67 |
| Clerical | \$ 53 |
| Direct Expenses | Cost plus 10% |
| Subcontract Services | Cost plus 12% |
| Technology/Communications Fee | 3% of Professional Fees |
| Specialized Computer Applications (per hour) | \$ 12 |
| Personal Automobile (per mile) | Current Gov't Rate |
| Photocopies (per page) | \$.08 |

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for
Engineering Services (PPI).

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

Exhibit C
SCHEDULE FOR ANNUAL REPORT

| Task | Deadline |
|---|--------------------|
| Spring 2021 WL to Geosyntec | June 11, 2021 |
| MO and MT imported to SGMA Portal | June 28, 2021 |
| SGMA Portal deadline for Spring 2021 WL | July 1, 2021 |
| WY21 Subbasin GWE Contours to GSAs | July 23, 2021 |
| Decide Annual Report Parameters (land use, storage, etc.) | September 30, 2021 |
| Surface Water Deliveries to Geosyntec | October 29, 2021 |
| El Rico: Metered pumping and Land use to Geosyntec | October 29, 2021 |
| Monthly sector extractions to Geosyntec | October 29, 2021 |
| Fall 2021 WL to Geosyntec | December 1, 2021 |
| Groundwater Extraction and Total water use to GSAs | December 3, 2021 |
| GSAs Project updates to Geosyntec | December 27, 2021 |
| SGMA Portal deadline for Fall 2021 WL | January 1, 2022 |
| Storage Change to GSAs | January 7, 2022 |
| Internal Draft Deadline | January 14, 2022 |
| Initial Draft to GSA Managers | February 1, 2022 |
| Receive Comments from GSAs | March 1, 2022 |
| Second Draft available to GSAs | March 11, 2022 |
| Submit Annual Report | March 31, 2022 |
| Annual Report Deadline | April 1, 2022 |

[TLSB FY 22 Engineering Support](#)

16 - Approve Geosyntec Proposal for Tulare Lake Subbasin Work - Request for
New Services for Fiscal Year 2021-2022

Last modified: 6/11/2021

17 - SGMA Implementation Update

The Board will receive a report from consultants on the status of and progress on GSP implementation, and may take action to approve Task Orders, Change Orders, and/or support letters. *Action may be taken.*

18 - Adoption of Resolution 2021-02: Resolution Setting Regular Meeting Dates and Time

The Board will be asked to adopt Resolution 2021-02, setting the Regular Meeting dates and time, per the Joint Powers Agreement. *Simple majority vote.*

| For Decision

[#resolution](#)

Attachments

[2021-02 Setting Meeting Dates.pdf](#)

**BEFORE THE BOARD OF DIRECTORS
OF THE
SOUTH FORK KINGS GSA
FRESNO, CALIFORNIA**

RESOLUTION NO. 2021-02

SETTING SCHEDULE OF REGULAR BOARD MEETINGS

Whereas, the South Fork Kings GSA, also known as the SFKGSA, was formed by execution of a Joint Powers Agreement (Agreement) under the Joint Powers provisions of the California Government Code effective March 8, 2017; and

Whereas, Section 9c. of the Agreement provides that the Board may fix the dates, times, and locations for Regular Meetings of the Board;

NOW THEREFORE BE IT RESOLVED, that the dates and times for Regular Meetings of the SFKGSA Board shall be at 5:30 p.m. on the third Thursday of the following months, with the location of the meeting indicated on the notice and agenda for that meeting:

January

March

April

June

July

October

THE FOREGOING RESOLUTION was passed and adopted by the Board of Directors of the South Fork Kings GSA this 17th day of June 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST:

Secretary

SECRETARY'S CERTIFICATE

I, _____, Secretary of South Fork Kings GSA, also known as the SFK GSA, hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Directors of said Agency duly and regularly held at the regular meeting place thereof on the 17th day of June, 2021, of which meeting all of the members of said Board of Directors had due notice and at which a majority thereof were present.

WITNESS my hand and the seal of South Fork Kings GSA this 17th day of June 2021.

Secretary

[Seal]

2021-02 Setting Meeting Dates

18 - Adoption of Resolution 2021-02: Resolution Setting Regular Meeting Dates
and Time

Last modified: 6/14/2021

19 - Next Meeting Date and Agenda Items

The next meeting date and time will be stated/determined, and Board members will have an opportunity to request items for inclusion on the next Agenda.

| For Discussion

20 - Adjournment