

# **SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY**

944 Whitley Avenue, Suite E, Corcoran, CA 93212  
559-762-7240 [www.swkgsa.org](http://www.swkgsa.org)

## **AGENDA SPECIAL MEETING OF THE BOARD OF DIRECTORS**

**June 17, 2020**

**8:30 a.m.**

**944 Whitley Avenue, Suite E  
Corcoran, CA 93212**

**Per Executive Order N-29-20, which allows local and state legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, this special Tri-County Water Authority Board of Directors meeting will be accessible via Zoom and dial in at:**

### **Join Zoom Meeting**

<https://us02web.zoom.us/j/4510356465>

**Meeting ID: 451 035 6465**

### **Dial in:**

**+1 669 900 9128 US**

**CALL TO ORDER**      8:30 a.m.

**ROLL CALL**              Steve Jackson, Chairman  
Mark Grewal  
Kimberly Brown  
Bernard Puget  
Jim Wilson

### **PUBLIC COMMENT**

The Board of Directors welcomes participation in Board meetings. The public may address matters under the jurisdiction of the Board that have not been posted in the Agenda. However, California Law prohibits the Board from taking action on any matter that is not on the posted Agenda unless the Board determines that it is an emergency or one of the other situations specified in Government Code section 54954.2. The public will be given the opportunity to address the Board on any item on the Agenda at this time or before the Board's consideration of that item. If members of the public desire to address the Board relative to a particular Agenda item at the time it is to be considered, they should so notify the Chairman of the Board at this time. The Chairman may limit the total amount of time allocated for public testimony on particular issues for each individual speaker.

### **POTENTIAL CONFLICTS OF INTERESTS**

*(Any Board member who has a potential conflict of interest may now identify the item and recuse himself from discussing and voting on the matter.)* [FPPC § 87105.]

### **CONSENT CALENDAR**

- A.**      Minutes of the Special Board Meeting held on May 15, 2020.
- B.**      Warrants and Finances (04/30/20 – 05/31/20)

## **ACTION CALENDAR**

1. Consider for approval a Waiver for Potential Conflict of Interest for Pamela Silkwood as legal counsel representing Southwest Kings Groundwater Sustainability Agency and Tri-County Water Authority.
2. Consider for approval the Cooperation and Administrative Services Agreement between Tri-County Water Authority and Southwest Kings Groundwater Sustainability Agency.
3. Consider for approval the Proposal to Provide Bookkeeping Services from M. Green Company.
4. Consider for approval the Master Professional Services Agreement between Geosyntec Consultants Inc. and Southwest Kings Groundwater Sustainability Agency.
5. Consider for approval Geosyntec Consultant's proposed Task Orders 1 and 2.

## **ADJOURNMENT**

6. Adjourn to the next Board Meeting, scheduled on July 2, 2020 at 10:00 a.m., at the 944 Whitley Avenue, Corcoran or as otherwise directed by the Board.

- ❖ Items on the Agenda may be taken in any order.
- ❖ Action may be taken on any item listed on the Agenda.
- ❖ Writings relating to open session Agenda items that are distributed to members of the Board of Directors will be available for inspection at the Authority office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.

**Americans with Disabilities Act of 1990:** Under this act, a qualifying person may request that the Authority provide a disability-related modification or accommodation in order to participate in any public meeting of the Authority. Such assistance includes alternative formats for the agendas and agenda packets used for any public meetings of the Authority. Requests for assistance shall be made in person, via telephone, or in written form to the Tri-County Water Authority Office at 944 Whitley Avenue, Suite E, Corcoran, CA 93212 (559) 762-7240. Requests must be received at least 48 hours prior to a scheduled public meeting.

**MINUTES** of the special meeting of the Board of Directors of Southwest Kings Groundwater Sustainability Agency ("SWKGSA") held on May 15, 2020 at the office of the Agency, 286 W. Cromwell Avenue, Fresno, California. Due to the Coronavirus shelter in place order, all participants attended via video-conference or tele-conference.

**DIRECTORS PRESENT:** Kimberly Brown, Dudley Ridge Water District  
 Steven Jackson, White Area representative  
 Bernard Puget, Dudley Ridge Water District  
 Jim Wilson, Tulare Lake Reclamation District 761  
 Mark Grewal, Tulare Lake Reclamation District 761

**DIRECTORS ABSENT:** None

**OTHERS PRESENT:** Dale Melville, Provost & Pritchard Consulting Group  
 Joe Hopkins, Provost & Pritchard Consulting Group  
 Rick Besecker, Provost & Pritchard Consulting Group  
 Lauren Layne, Baker, Manock and Jensen  
 Deanna Jackson, Tri-County Water Authority  
 Pamela Silkwood, Horan Lloyd  
 Dusty Ference, Kings County Farm Bureau  
 Sonja Theide, KRCD  
 Kiti Campbell, Westlands Water District  
 Dennis Tristao, J.G. Boswell  
 Riley Jones, Tulare Lake Compost  
 Dennis Mills, Mid-Kings River GSA/ Kings County Water District

Chair Brown called the Board meeting to order at 3:03 p.m.

**MINUTES**

Upon a motion by Director Grewal and second by Director Jackson, the minutes from the April 27, 2020 special meeting of the Agency were approved as presented by the following roll call vote:

Brown	Puget	Grewal	Wilson	Jackson
Aye	Aye	Aye	Aye	Aye

**FINANCIAL REPORTS**

Mr. Besecker presented the Treasurer's Report with the budget to-date. Mr. Besecker noted that assessments were received from Kings County. Executive Director Melville informed the Board that he'd received an email late yesterday that there is a potential need for the Agency to pay about \$25,000 as the Agency's portion for final consultant invoices for the GSP and Annual Report due to delays in payments from DWR; this request will need to be dealt with at the next Agency meeting. After a short discussion, Director Jackson motioned to accept the Treasurer's Report. The motion was seconded by Director Puget and the Board voted to adopt the motion. Following the roll call vote, Mr. Melville announced that the directors voted as follows:

Brown	Puget	Grewal	Wilson	Jackson
Aye	Aye	Aye	Aye	Aye

**APPOINTMENT OF 2020 OFFICERS**

Certain Directors considered it necessary to reorganize the Agency's officer positions to better represent the majority of the Agency's landowners. After a short discussion, Director Wilson

motioned to appoint Director Jackson as Chair, Director Grewal as Vice Chair, and Director Brown as Secretary. The motion was seconded by Director Grewal and the Board voted to adopt the motion. Following the roll call vote, Mr. Melville announced that the directors voted as follows:

Brown	Puget	Grewal	Wilson	Jackson
No	No	Aye	Aye	Aye

Control of the meeting was passed to Chair Jackson.

### **REORGANIZATION OF AGENCY STAFF**

Certain Directors also considered it necessary to reorganize the Agency staff and legal counsel to better represent the majority will of the landowners in the Agency. The services are proposed to be provided by Tri-County Water Authority staff and its consultants. Director Grewal motioned to appoint Tri-County Water Authority's Deanna Jackson as the Interim Executive Director. The motion was seconded by Chair Jackson and the Board voted to adopt the motion. Following the roll call vote, Mr. Melville announced that the directors voted as follows:

Brown	Puget	Grewal	Wilson	Jackson
No	No	Aye	Aye	Aye

Mr. Melville noted that Provost & Pritchard will support a successful transition from the current staffing to Tri-County Water Authority's personnel.

Director Jackson motioned to appoint Tri-County Water Authority's Deanna Jackson as the Agency's Treasurer. The motion was seconded by Director Grewal and the Board voted to adopt the motion. Following the roll call vote, Mr. Melville announced that the directors voted as follows:

Brown	Puget	Grewal	Wilson	Jackson
No	No	Aye	Aye	Aye

Director Jackson motioned to appoint Tri-County Water Authority's engineering consultant, Geosyntec, as the Agency's Engineer. The motion was seconded by Director Grewal and the Board voted to adopt the motion. Following the roll call vote, Mr. Melville announced that the directors voted as follows:

Brown	Puget	Grewal	Wilson	Jackson
No	No	Aye	Aye	Aye

Legal Counsel, Ms. Layne, noted her resignation was provided on May 8, 2020 and would be effective close-of-business May 15, 2020. Director Jackson motioned to appoint Tri-County Water Authority's legal counsel, Pamela Silkwood of Horan Lloyd, as legal counsel for the Agency. The motion was seconded by Director Grewal and the Board voted to adopt the motion. Following the roll call vote, Mr. Melville announced that the directors voted as follows:

Brown	Puget	Grewal	Wilson	Jackson
No	No	Aye	Aye	Aye

Finally, the Agency's principal office and regular meeting dates were discussed. Director Jackson motioned to change the Agency's principal office to 944 Whitley Ave. Corcoran, CA 93212, and to set the regular board meeting date and time to be on the 1<sup>st</sup> Thursday of the month at 10:00 a.m. The motion was seconded by Director Grewal and the Board voted to adopt the motion. Following the roll call vote, Mr. Melville announced that the directors voted as

follows:

Brown	Puget	Grewal	Wilson	Jackson
No	No	Aye	Aye	Aye

#### **AGREEMENT WITH WWD**

Mr. Melville presented the letter agreement *Interim Principles of a GSA Coordination Agreement Between Southwest Kings and Westlands Water District Groundwater Sustainability Agencies* (attached to and made part of these minutes). Ms. Layne and Mr. Hopkins then discussed the details of the document. After a short discussion, Director Grewal motioned for the Chair to sign the agreement. The motion was seconded by Director Wilson and the Board voted to adopt the motion. Following the roll call vote, Mr. Melville announced that the directors voted as follows:

Brown	Puget	Grewal	Wilson	Jackson
Aye	Aye	Aye	Aye	Aye

#### **GSP COMMENT LETTERS RECEIVED**

Mr. Melville informed the Board that multiple GSP comment letters have been received, and that the letters are available on the SGMA portal. Of particular interest was a letter received from El Rico GSA seeking additional transparency on Southwest Kings GSA's water budgets. Most other comment letters revolved around subsidence in the Tulare Lake Subbasin. Finally, it was noted that Westlands Water District would be sending a letter noting the Agency's cooperation to coordinate a process to discuss future impacts.

#### **DATE, TIME, AND LOCATION OF NEXT BOARD MEETING**

Chair Jackson noted that the next Board meeting would be the regularly scheduled time on July 2, 2020 at 10:00 a.m.

#### **ADJOURNMENT**

There being no further business to come before the Board, Director Grewal motioned to adjourn the meeting. The motion was seconded by Director Wilson and the Board voted to adopt the motion. Following the roll call vote, Mr. Melville announced that the directors voted as follows:

Brown	Puget	Grewal	Wilson	Jackson
Aye	Aye	Aye	Aye	Aye

Chair Jackson adjourned the meeting at 3:37 p.m.

\_\_\_\_\_  
Kimberly M. Brown, Secretary-Treasurer

APPROVED:

\_\_\_\_\_  
Steven D. Jackson, Chair

2:17 PM

06/15/20

**Southwest Kings Groundwater Sustainability Agency**  
**Check Register**  
May 31 through June 14, 2020

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<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
<b>101 Checking</b>			
06/10/2020	1076	Baker Manock & Jensen PC	-1,759.50
06/10/2020	1077	Corcoran Publishing Co. Inc.	-108.00
06/10/2020	1078	Provost & Pritchard Consulting Group	-7,918.74
Total 101 Checking			-9,786.24
<b>TOTAL</b>			<b>-9,786.24</b>

## Southwest Kings Groundwater Sustainability Agency 2020 Budget

Description	Adopted 2020 Budget	ACTUAL												PROJECTED												Total Actual/ Charged	Total Over/ (Under) Budget	
		Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20			
Management	50,000	3,907	5,637	5,715	6,462	7,950	7,188	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	61,858	11,858	
Legal	20,000	303	3,581	698	4,543	1,415	1,868	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	22,417	2,417	
Clerical	6,000	165	291	37	281	343	408	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	4,525	(1,475)	
Insurance																												
Website	2,000	125	392	127	127	147	323	167	167	167	167	167	167	167	167	167	167	167	167	167	167	167	167	167	2,242	242		
Audit	5,000																											(5,000)
GSP																												
Budget overrun	30,000																											(30,000)
Annual Report	15,000	6,396	3,730		215																					10,341	(4,659)	
Monitoring/ DMS	20,000																									10,000	(10,000)	
Grant Applications/Admin	15,000																									7,500	(7,500)	
Contingency	33,000	48	39	48	7,548	64																				24,246	(8,754)	
<b>Total Budget Expended</b>	<b>196,000</b>	<b>10,944</b>	<b>13,680</b>	<b>6,625</b>	<b>19,175</b>	<b>9,919</b>	<b>9,786</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>12,167</b>	<b>143,129</b>	<b>(52,871)</b>		
<b>Projected Income</b>																												
Assessments	136,772	70,604			63,828																					134,432	(2,340)	
Interest	4,000	2,102			1,935																					6,037	2,037	
<b>Total Income</b>	<b>140,772</b>	<b>72,706</b>			<b>65,763</b>			<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>140,469</b>	<b>(309)</b>		
<b>Cash on Hand</b>	<b>351,531</b>	<b>413,293</b>	<b>399,613</b>	<b>392,987</b>	<b>439,575</b>	<b>429,657</b>	<b>419,870</b>	<b>408,704</b>	<b>396,537</b>	<b>384,370</b>	<b>373,204</b>	<b>361,037</b>	<b>348,870</b>															

# HORAN | LLOYD

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File No. 8252.01

June 5, 2020

## Via Electronic Mail

Deanna Jackson  
Executive Director  
Southwest Kings Groundwater Sustainability Agency  
944 Whitley Ave., Suite E  
Corcoran, CA 93212

**RE: Waiver of Potential Conflict of Interests**

Dear Ms. Jackson:

As we discussed, both Southwest Kings Groundwater Sustainability Agency ("SWKGSA") and Tri-County Water Authority ("TCWA") and have asked this firm to represent them in the matter of implementing their respective groundwater sustainability plans pursuant to the Sustainable Groundwater Management Act. Out of an abundance of caution, we are submitting this letter to you to: (1) disclose the potential for conflicts of interest arising from this firm's representation of the TCWA; and (2) ask you to consider written consent to our continued representation of SWKGSA in this matter.

Under the Rules of Professional Conduct of the State Bar of California (the "Rules"), before an attorney may represent a client, when the attorney has or had a relationship with another party interested in the subject matter of the attorney's proposed representation of the client, the attorney must inform the client in writing of the relevant circumstances and of the actual or reasonably foreseeable adverse consequences to the client. The Rules further require that when the clients' interests potentially conflict, the attorney may not represent them without their informed, written consent.



June 5, 2020  
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At this time, there is no conflict of interest which would prejudice the SWKGSA. However, there is a potential for a conflict of interest to arise in the future. Any potential conflict of interest could be averted before an actual conflict of interest arose which might prejudice (or appear to prejudice) the SWKGSA or the TWCA. In a worst-case situation, this firm would refrain from representing either the SWKGSA or the TWCA in this particular matter to avoid the perpetuation of an actual conflict of interest. If you agree with our continued representation of SKWGSA despite potential conflicts of interests that may arise in the future, please: (1) sign this written consent below, and (2) return the executed written consent.

We recommend that you consult an independent attorney before agreeing to sign this written consent.

Please call me should you have any questions or comments.

Yours very truly,



Pamela H. Silkwood

PHS/dkp

**THE UNDERSIGNED HEREBY EXPRESSLY WAIVES ANY POTENTIAL CONFLICTS OF INTEREST AND CONSENTS TO HORAN LLOYD'S REPRESENTATION SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY UNDER THE CIRCUMSTANCES HEREIN ABOVE DESCRIBED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Deanna Jackson  
Executive Director  
Southwest Kings  
Groundwater Sustainability Agency**

## COOPERATION AND ADMINISTRATIVE SERVICES AGREEMENT

THIS COOPERATION AND ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made effective as of May 15, 2020 (“Effective Date”), by and between TRI-COUNTY WATER AUTHORITY, a Joint Powers Agency (“TCWA”), and SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY, a Joint Powers Agency (“SKGSA”). TCWA and SKGSA are sometimes collectively referred to herein as the “Parties” and singularly by their individual names or as a “Party.”

### RECITALS

A. TCWA was created through a joint powers agreement (“JPA”), dated November 6, 2014. Sections 3(a) and 3(c) of the JPA allow TCWA to make and enter into contracts and to employ or contract for services directly or indirectly related to its purpose; and

B. SKGSA was created through a JPA, dated January 10, 2017. Sections 3(a) and 3(d) of the JPA allows SKGSA to make and enter into contracts and to employ or contract for services directly or indirectly related to its purpose; and

C. On May 15, 2020, TCWA and SKGSA Board of Directors, in separate agency meetings, approved TCWA rendering to SKGSA all administrative services and use of facilities (collectively, “Services”); and

D. The Sustainable Groundwater Management Act (“SGMA”) promotes coordination between groundwater sustainability agencies (“GSAs”) (See, e.g., Water Code § 10727.7); and

E. The Services to be provided would further the purpose of SGMA by allowing shared administrative support to increase operational efficiencies and facilitate the efficient and effective implementation of their respective groundwater sustainability plans (“GSPs”) in a coordinated, multi-jurisdictional manner; and

F. TCWA and SKGSA desire to enter into this Agreement to describe the Services to be rendered by TCWA to SKGSA and to provide a mechanism in which SKGSA will pay for the Services.

### AGREEMENT

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

1. **Purpose.** The purpose of this Agreement is to articulate shared administrative support to facilitate the efficient and effective implementation of the Parties’ respective GSPs in a coordinated, multi-jurisdictional manner.

2. **Non-Delegation of Duties and Liabilities.** Each Party is a public agency, and this Agreement in no way transfers power and responsibilities from one agency to the other.

Each Party's Board of Directors maintains its authority and responsibilities under SGMA as a public agency.

2.1 All and any debts, liabilities, and obligations of TCWA shall remain the debts, liabilities, and obligations of TCWA alone.

2.2 All and any debts, liabilities, and obligations of SKGSA shall remain the debts, liabilities, and obligations of SKGSA alone.

3. **Oversight and Priorities.** The SKGSA Board of Directors shall independently provide oversight of the Services performed by TCWA. Each Parties' Board of Directors shall independently establish priorities for sharing staff and resources to implement their respective GSPs.

4. **Services Provided by TCWA.**

4.1 TCWA shall render Services, which include all administrative responsibilities, including staff assistance, use of office space and equipment and other services of TCWA, as the SKGSA may request from time to time in carrying out its functions under SGMA and in implementing its GSP.

4.2 TCWA may advance necessary funds to SKGSA or expend funds on behalf of the SKGSA, with SKGSA Board (and if necessary TCWA Board) authorization, to carry out the functions of SKGSA under SGMA including, but not limited to, planning, studies and environmental review (with SKGSA as the lead agency) for the implementation of its GSP.

4.3 TCWA agrees to perform all Services required by this Agreement in a manner commensurate with the standards of a reasonable professional having knowledge and expertise in the Services provided under this Agreement.

5. **Payment by SKGSA.** SKGSA shall make a monthly flat rate ("Flat Rate") payment to TCWA for all management and administrative services and use of facilities, office supplies and equipment. The Flat Rate charged to SKGSA is shown on the Fee Schedule attached hereto and incorporated herein as **Exhibit A**, which may be amended from time to time by TCWA with a 60-day notice to SKGSA. All other costs, including but not limited to, legal, technical (including website maintenance), audit and bookkeeping services shall be invoiced directly to SKGSA, and SKGSA shall timely pay the invoices directly to the relevant service provider.

6. **Independent Contractor.** At times, TCWA personnel may identify themselves as being affiliated with SKGSA. Such identification is to avoid public confusion regarding the delivery of Services by TCWA. Notwithstanding the foregoing, under no circumstances shall the employees of TCWA be considered employees of SKGSA. In performance of this Agreement, TCWA, including any and all of TCWA's officers, agents, employees, and independent contractors, will at all times be acting and performing as an independent contractor, and will act in its independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of SKGSA.

7. **Compliance with Legal Requirements.** Each Party shall be solely responsible and liable for compliance with federal, state or local laws and regulations, including, in particular, compliance with SGMA.

8. **Public Records Act.** Public access to records associated with the Services performed under this Agreement may not be limited, except when such records must be kept confidential and are exempt, from disclosure pursuant to California Public Records Act (Government Code §6250 et seq.).

9. **Non-Liability of SKGSA's Constituent Members.** SKGSA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code §6500 et seq.) pursuant to the JPA, dated January 10, 2017, and is a public entity separate from its constituent members. The SKGSA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. TCWA shall have no rights and shall not make any claims, take any actions or assert any remedies against any of the SKGSA's constituent members in connection with this Agreement.

10. **Insurance.** Without limiting either Party's right to obtain indemnification pursuant to Paragraph 11 below from the other or any third parties, each Party, at its sole expense, shall maintain in full force and effect the following insurance policies, naming the other as an additional insured, throughout the term of this Agreement with one or more insurers that are either (a) admitted by the California Insurance Commissioner to do business in California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (b) approved by the other Party.

(a) COMMERCIAL GENERAL LIABILITY insurance, including contractual, products and completed operations coverages, and bodily injury and property damage liability insurance, with combined single limits of not less than One Million Dollars (\$1,000,000.00).

(b) COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of not less than One Million Dollars (\$1,000,000.00), if the Party owns or operates one or more automobiles.

(c) WORKERS COMPENSATION insurance in accordance with the California Labor Code.

11. **Indemnification.** Each Party shall defend, indemnify and hold harmless the other Party (including its officers, employees and agents) against any claims, demands, obligations, damages, actions, causes of action, suits, losses, judgment fines, penalties, forfeitures, liabilities, cost and expenses (including, without limitation attorney's fees, disbursements and court costs, and any and all other professional, expert or consultants' fees and costs and general and administrative expenses) of every kind and nature whatsoever arising from or in any manner related (directly or indirectly) to this Agreement and the performance of any Services (and each of them), to be provided under this Agreement. Nothing contained herein shall be construed as a waiver of any immunities or defenses that a Party may have under applicable provisions of law,

including the provisions of the California Government Claims Act (Government Code §801 et seq.). This mutual indemnification is adopted pursuant to Government Code section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code section 895.6. This provision shall survive expiration or termination of this Agreement.

12. **Term.**

12.1 This Agreement shall be effective as of the Effective Date first above written, upon execution by the Parties hereto. This Agreement shall continue in effect until terminated by the occurrence of any one of the events described in (a) through (d) below, whichever occurs earlier:

(a) Mutual agreement of TCWA and SKGSA.

(b) By written notice of one Party to the other with a 60-day advance notice of termination.

(c) Determination that the Services cannot be provided due to conflict of interests between TCWA and SKGSA, in which case, the Agreement shall be suspended or terminated at the time the conflict, or potential conflict, is identified.

(d) Breach of Contract – SKGSA may immediately suspend or terminate this Agreement in whole or in part, should SKGSA prove to TCWA by preponderance of evidence that there is:

(i) An illegal or improper use of funds;

(ii) A failure to comply with any term of this Agreement; or

(iii) Improper performance of Services.

12.2 The terms and conditions set forth in Paragraph 5 of the Agreement shall continue in effect following such termination until all amounts due and owing to TCWA hereunder have been repaid in full.

12.3 In the event of termination, TCWA shall deliver to SKGSA all records and work products generated by TCWA for the Services performed on behalf of SKGSA within thirty (30) days following the date of termination.

13. **Dispute Resolution.** If a dispute occurs between the Parties as to any right, alleged right, obligation or alleged obligation under this Agreement, the Parties shall make a good faith effort to resolve the dispute. Notice of such dispute shall be given in writing to the other and shall include a description of the disputed issue or issues, a description of possible solutions or resolutions to the dispute and the course of action or solution advocated by the Party declaring the dispute. The Party receiving the notice of dispute shall respond in writing within 30 days of receiving the notice. The response shall contain that Party's response to the issues

raised and the responding Party's proposed resolution(s) to the dispute. The Parties shall then meet within 30 days of the response and attempt to resolve the dispute.

14. **Attorney's Fees.** If legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

15. **Amendments.** This Agreement may be modified from time to time and enforceable only if any such amendment is in writing and signed by authorized representatives of both Parties.

16. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Tulare County, California.

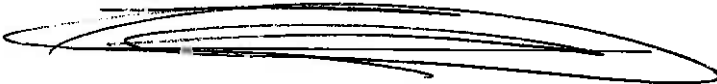
17. **Complete Expression of Agreement.** This Agreement was approved by the TCWA Board of Directors on June 15, 2020, and the SKGSA Board of Directors on \_\_\_\_\_. This Agreement contains the entire agreement between TCWA and SKGSA in regard to the subject matter hereof, and no oral statements or prior written documents not specifically incorporated into this Agreement shall be of any force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date first above written.

"TCWA"

Tri-County Water Authority, a Joint Powers Agency

By: Cory VanderHam, Chairman



"SKGSA"

South Kings Groundwater Sustainability Agency, a Joint Powers Agency

By: \_\_\_\_\_

\_\_\_\_\_

**A PROPOSAL FOR ACCOUNTING SERVICES FOR  
Southwest Kings Groundwater Sustainability Agency**

**June 3, 2020**

**M. GREEN AND COMPANY LLP  
Certified Public Accountants  
1483 Bailey Drive  
Hanford, CA 93230**

**CONTACT: Natalie Siegel, CPA**

**PHONE: (559) 584-2751**

**EMAIL: [nsiegel@mgreencpas.com](mailto:nsiegel@mgreencpas.com)**



# M. Green and Company LLP

CERTIFIED PUBLIC ACCOUNTANTS

REBECCA AGREDEANO, C.P.A.

MARLA D. BORGES, C.P.A.

NICOLE A. CENTOFANTI, C.P.A.

ELAINE D. HOPPER, C.P.A., C.F.E.

KATHLEEN M. LAMPE, C.P.A.

R. IAN PARKER, C.P.A.

MARY L. QUILLIN, C.P.A.

GIUSEPPE SCALIA, C.P.A.

NATALIE H. SIEGEL, C.P.A.

ROSALIND WONG, C.P.A.

LARRY W. AYERS, C.P.A.

JAMES G. DWYER, C.P.A.

KEVIN M. GREEN, C.P.A.

GREG GROEN, C.P.A.

WM. KENT JENSEN, C.P.A.

LYNN M. LAMPE, C.P.A.

ALAN S. MOORE, C.P.A.

KENNETH B. NUNES, C.P.A.

KEITH M. SPRAGUE, C.P.A.

KENNETH W. WHITE, JR., C.P.A.

NORIKO A. AWBREY, C.P.A.

TYLER J. CODAY, C.P.A.

BRENDA A. DADDINO, C.P.A.

JASON A. FRY, C.P.A., M.S.A.

MANNY GONZALEZ, C.P.A.

JASMAN S. KHOSA, C.P.A.

TRACY L. MCINTYRE, C.P.A.

KRYSTAL PARREIRA, C.P.A., M.S.A.

RACHEL L. SCHROEDER, C.P.A.

GINILU VANDERWALL, C.P.A.

KRISTI WEAVER, C.P.A.

*Hanford  
Lindsay  
Tulare  
Visalia*

June 3, 2020

Board of Directors  
Southwest Kings Groundwater Sustainability Agency  
Corcoran, CA 93212

Dear Members of the Board:

We would like to thank you for your consideration of our firm to assist with your daily accounting processes. We have enclosed for your review a proposal for accounting services we think will best fit your organization's needs. By becoming more involved in the daily activities, Southwest Kings Groundwater Sustainability Agency will benefit from M. Green and Company's accounting expertise in a more direct and ongoing manner than we have been able to provide as your auditors.

Based on my conversations with your executive director, I believe we are uniquely qualified to assist Southwest Kings Groundwater Sustainability Agency in creating a sustainable accounting environment. Through the use of technology we can help design a system which allows management and the Board of Directors to approve transactions, maintain oversight, and have real-time access to meaningful information, all without requiring a physical bookkeeper in the office.

We have a professional accounting team which has extensive experience as service providers to a variety of businesses, governmental entities and non-profit organizations. Your account would be assigned to a bookkeeper for daily activity, with access to a senior accountant and myself as Partner for higher-level projects. We take pride in our record of service and commitment to our clients and we continuously strive to improve upon it.

We are excited to have the opportunity to become an integral part of your organization. If you have any questions about this proposal, please call me at our Hanford office, (559) 584-2751. Thank you for your consideration of our proposal.

Very truly yours,

M. GREEN AND COMPANY LLP  
Certified Public Accountants

*Natalie Siegel CPA*  
Natalie Siegel, CPA  
Engagement Partner



**COST PROPOSAL**

<b><u>Routine Services</u></b>	<b><u>Estimated Hours (Annual)</u></b>	<b><u>Cost</u></b>
Process cash disbursements in two check runs per month (estimated at 10 payments per month)	20 hours	\$ 2,000
Invoice landowners (estimate based on two assessments per year), Record landowner payments	15 hours	2,100
Provide financial reports to management on a monthly basis	12 hours	1,500
Prepare bank statement reconciliations – 1 account	6 hours	600
Prepare vendor 1099s	2 hours	250
Estimated annual software fees for QuickBooks Online (includes M. Green discount for direct-billing, no payroll) **		240
Estimated software fees for Bill.com (includes M. Green discount for direct-billing) **		1,000
<b>Total</b>	<b>55 hours</b>	<b>\$ 7,690</b>

\*\* Please note we are passing along software fees for QuickBooks Online and Bill.com fees at our cost, based on information provided by these third parties as of the date of our quote. Any pricing changes for these services will be discussed with you as we receive updated information.

We will utilize our firm's bookkeepers to carry out the repetitive accounting tasks. Our fees are based on our hourly billing rates, which differ by staff level and difficulty of service provided. The cost estimate above includes a blending of rates based on anticipated staff assignments. As of June 3, 2020, actual billing rates are as follows:

Natalie Siegel, CPA, Partner	\$175 to 236/hr
Jeff Martin, Senior Accountant	\$97 to 115/hr
Bookkeeping Staff	\$75 to 125/hr

MASTER PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
GEOSYNTEC CONSULTANTS, INC.  
AND  
SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY

This Master Professional Services Agreement ("Agreement") is made effective JUNE 11, 2021 by and between Southwest Kings Groundwater Sustainability Agency ("Client") and Geosyntec Consultants, Inc. and its subsidiaries and affiliates<sup>1</sup> (collectively "Geosyntec"). The Client and Geosyntec are referred to herein individually as "Party" and collectively as "Parties".

**NOW, THEREFORE**, in consideration of the promises set forth below, the Parties hereby agree as follows:

1. **SERVICE ORDERS:** The services to be provided by Geosyntec pursuant to this Agreement ("Services") shall be described in written orders ("Service Orders") agreed to by the Parties. Service Orders shall set forth the Services, schedule and budgeted fees and expenses for the Services. If Services are to be rendered in connection with a specific location, the Service Order shall also describe the site ("Project Site"). The terms and conditions of this Agreement shall apply to and be incorporated into each Service Order and any Purchase Order, or other document issued by Client and to all Services to be rendered pursuant thereto. Any terms introduced or proposed by Client which are not expressly incorporated into this Agreement or a Service Order are rejected.

2. **CLIENT RESPONSIBILITY:** Client shall provide Geosyntec, in writing, all information relating to Client's requirements for the Project in a timely manner, give Geosyntec prompt written notice of any suspected deficiency in the Services and with reasonable promptness to avoid impacts to the progress of the Project, provide Geosyntec with approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities and notify Geosyntec of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all necessary permits required to execute the Services and Project work. If included in the Services, Geosyntec will assist Client with permit applications, however all impacts and obligations will be the responsibility of the Client, and Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts or omissions in connection with the Project Site which occurred prior to Geosyntec providing any Services under this Agreement.

3. **COMPENSATION, INVOICING AND PAYMENT:** The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis, Geosyntec shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntec's rate schedule attached to the Service Order, along with any pre-approved expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client. Geosyntec shall not be liable for taxes imposed outside the U.S., Canada, Australia, Ireland, and the United Kingdom. Where compensation is subject to a "not to exceed" budget such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntec responding to subpoenas related to litigation which Geosyntec is not a named party shall be reimbursable in accordance with Geosyntec's then current rate schedule.

Geosyntec shall periodically submit invoices to Client and Client shall pay each invoice within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client's receipt of payment from any other parties. No deductions shall be made from Geosyntec's compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services. If Client objects to all or any portion of any invoice, Client shall notify Geosyntec in writing of the objection within fifteen (15) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Geosyntec may invoice Client for any expense authorized by the Client exceeding \$5,000 before the expense has been incurred by

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<sup>1</sup> The defined term "Geosyntec" refers to Geosyntec Consultants, Inc., except where Services are rendered in Michigan it refers to Geosyntec Consultants of Michigan, Inc.; in New York it refers to B&B Geologists and Engineers of New York, P.C.; in Puerto Rico it refers to Geosyntec Consultants of Puerto Rico, P.C.; in North Carolina it refers to Geosyntec Consultants of NC, P.C.; in Canada it refers to Geosyntec Consultants International, Inc.; in the United Kingdom it refers to Geosyntec Consultants, Ltd.; and in Australia it refers to Geosyntec Consultants Pty Ltd. The applicable entity shall be identified on the Service Order. Client may be billed by Geosyntec Consultants, Inc. on behalf of the affiliate.

Geosyntec. Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law for any payment received by Geosyntec more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Geosyntec against Client for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party by the other Party. No deductions shall be made from Geosyntec's compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis, Geosyntec may, by ten (10) days written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such invoice payments are restored to a current basis. If the Project Site is located in a jurisdiction which requires Geosyntec to pay any subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days prior to the lapse of such time period.

4. **CHANGES:** In the event services beyond those specified in the Scope of Services are provided by Geosyntec or requested by the Client, the Parties shall negotiate an adjustment to the scope, schedule or fee, and the Service Order shall be equitably adjusted to represent such changes.

5. **RECOGNITION OF RISK:** Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. In addition, any estimate of costs prepared by Geosyntec represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material, or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts and predictions provided as part of the Services are presented solely on the basis of the assumptions accompanying the estimates, forecasts and predictions.

6. **STANDARD OF CARE:** Geosyntec shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. The representations provided herein are provided expressly in lieu of all other warranties or conditions, express or implied. All statutory or implied warranties and conditions including but not limited to those of merchantability and fitness for a purpose are hereby expressly negated and excluded. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days following the completion of the Services, Geosyntec's liability shall be limited to the correction of the error or omission and shall be contingent upon Geosyntec being notified promptly of the defect.

7. **INDEMNIFICATION:** To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, suits, based upon or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs, expenses and all reasonable expenses, legal or otherwise, to the extent arising out of the indemnifying Party's negligent acts or omissions. In addition, the Parties shall indemnify, defend, and hold harmless the other party against all loss, cost, expense, royalties, claims for damages or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use by indemnifying Party of any documents or materials.

8. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client, including, without limitation, third party claims for contribution and indemnification, arising out of or relating to Services rendered or obligations imposed under this Agreement or any Service Order issued hereunder, shall not exceed, in the aggregate, the greater of \$100,000 or the amount paid to Geosyntec under the applicable Service Order. The Client shall indemnify and defend Geosyntec against any third party claims against Geosyntec exceeding the limitation of liability. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors or assigns. The foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence or other wrongful act, but shall not apply if caused by gross negligence or willful misconduct.

9. **INSURANCE:** Geosyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

- |       |   |   |
|-------|---|---|
| (i)   | Workers' Compensation<br>Employer's Liability                 | Statutory<br>- \$1,000,000 per occurrence |
| (ii)  | Commercial General Liability or<br>Public Liability Insurance | - \$1,000,000 per occurrence              |
| (iii) | Comprehensive Automobile Liability                            | - \$1,000,000 combined single limit       |
| (iv)  | Professional Liability  | - \$1,000,000 per claim                   |

Geosyntec shall provide Client with an insurance certificate upon Client's request.

10. **DISPUTES:** The Parties agree to promptly resolve their differences through good faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the Representatives may agree, the dispute shall be mediated by an independent third-party agreed to by both parties. Any disputes or portions thereof remaining following mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement. Any applicable statute of limitations on any claim in any way related to Agreement shall commence to run and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two years, unless a shorter statute of limitations would otherwise apply.

11. **RIGHT OF ENTRY:** Client grants to Geosyntec, and, if the Project Site is not owned by Client, will provide that permission for a right of entry from time to time for Geosyntec, its employees, agents, and subcontractors for the purpose of providing the Services. If Geosyntec is required to enter into agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on Geosyntec under this Agreement and the Compensation, Schedule and terms and conditions of this Agreement shall be subject to an equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as Geosyntec, to name the property owner as an additional insured, those provisions shall be incorporated into this Agreement. Client shall indemnify and defend Geosyntec for any liabilities or claims that may result from a right of entry agreement with legal obligations imposed upon Geosyntec greater than those in this Agreement.

12. **PROJECT SITE RESPONSIBILITIES:** If included in the Services, Geosyntec shall visit the Project Site as needed to complete the Services. Construction Observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress, quality of work (contractors' work), to determine if the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation for any subsurface conditions or systems and/or utility configurations.

13. **HAZARDOUS SUBSTANCES:** "Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that cannot be introduced back into the environment under existing law without additional treatment. In the event that Geosyntec encounters unanticipated Hazardous Substances, it may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to amendments to this Agreement. Solely upon Client's request, Geosyntec may assist Client in identifying options for off-site treatment, storage or disposal of the Hazardous Substances. Geosyntec will not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntec will sign manifests, Geosyntec will only sign as agent on behalf of Client, and Geosyntec will not be a generator, transporter, or disposer of the Hazardous Substances. Client shall indemnify, defend, and hold harmless Geosyntec against any claim or loss resulting from such signing and from Geosyntec's handling of Hazardous Substances.

14. **CONFIDENTIALITY:** Geosyntec will maintain as confidential the provisions of this Agreement and any business information that is not generally known to, and cannot be readily ascertained by others, and which a reasonable person under the circumstances would consider confidential and will not release, distribute, or publish same or Geosyntec's test results to any third party without prior permission from Client, unless required by law, order of a court or regulatory body of competent jurisdiction. Such release

will occur only after prior notice to Client.

**15. INTELLECTUAL PROPERTY AND USE OF DOCUMENTS:** Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual, non-transferable license and right to use the documents, maps, photographs, drawings, and specifications resulting from Geosyntec's efforts on the Project. Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights, copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntec shall have the right to retain copies of all such materials. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by Geosyntec are furnished solely for convenience and only those professional work products in hard-copy format bearing Geosyntec's signature or professional stamp may be relied upon by Client or other recipients approved in writing. Geosyntec may rely upon data provided by Client or other third parties without independent verification unless otherwise provided in the Service Order. If the Services include the use of a GIS database Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntec is performing the Services under this Agreement solely for Client and solely with respect to the Project, and not for any other party or purpose. No party other than Client shall be entitled to rely on any reports or recommendations provided by Geosyntec as part of the Services ("Reports") without Geosyntec's separate written consent, and Geosyntec shall have no liability for the use of any Reports by any party for any purpose other than the Project. Client will indemnify, defend and hold Geosyntec harmless from any claims by third parties arising from the use of any Reports.

**16. DELAYS AND FORCE MAJEURE:** Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

**17. SUSPENSION/TERMINATION:** If a Service Order or Geosyntec's Services are suspended by the Client for more than thirty (30) days, upon resumption of Services the Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety days, consecutive or in the aggregate, Geosyntec may terminate the Service Order upon giving not less than five (5) days written notice to the Client.

Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination, unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Geosyntec upon invoice for services performed and charges incurred prior to suspension or termination, plus suspension and termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

**18. ASSIGNMENT AND THIRD PARTY RIGHTS:** Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to Parties other than Client and Geosyntec.

**19. VALIDITY, SEVERABILITY AND GOVERNING LAW:** The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. This Agreement shall be governed by the laws of the place of the Project Site unless

expressly provided otherwise in the Service Order. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.

**20. INTEGRATED WRITING:** This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed given by the Client to Geosyntec regarding Services shall be incorporated into the relevant Service Order and shall have the effect of attaching this Agreement to the authorized Services.

**21. NOTICES, SIGNATURES AND AUTHORIZED REPRESENTATIVES:** The following signatories of this Agreement are the authorized representatives of Client and Geosyntec for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective authorized representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the authorized representative identified in the applicable Service Order. Notice given by mail may also be transmitted electronically at the time of mailing.

**IN WITNESS WHEREOF**, the Parties hereby consent to the use and enforceability of electronic signatures in the course of their doing business and they have caused this Agreement to be executed by their duly authorized representatives, as follows:

Southwest Kings GSA

Geosyntec Consultants, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Amer Hussain

Title:

Title: Principal

Date of Signature:

Date of Signature:

## **ATTACHMENT A**

### **TASK ORDER Nos. 1 and 2**

#### **2020 FISCAL YEAR PROFESSIONAL SERVICES**

This Task Order is effective as of June 11, 2020 by and between Southwest Kings Groundwater Sustainability Agency (SWKGSA) and Geosyntec Consultants Inc. (“Geosyntec”) pursuant to the terms and conditions set forth in the Master Professional Services Agreement executed between the parties, the terms which are incorporated in this Task Order by reference. The terms of the Agreement are incorporated in this Task Order by reference.

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

#### **Task Order 1 – Project Management**

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

- Meetings and communication with the GSA and GSP teams and stakeholders
- Assist SWKGSA with Project coordination including tracking Project schedule and consultation to ensure that the project meets the technical goals and objectives.
- Coordinate with SWKGSA Executive Director and attend Board of Directors, stakeholders, and committee meetings as requested by SWKGSA. Consultant will be prepared to make periodic presentations to the Board on project progress.
- Coordinate with surrounding GSAs. These coordination efforts include attending meetings, phone calls and other communications.
- Engage with other consultant teams with respect to information and assumptions, assessing groundwater models, water balances, and other relevant information including databases.

#### **Task Order 2 – Groundwater Monitoring Program**

This task includes the following actions:

- Review the proposed groundwater monitoring program presented in the Tulare Lake GSP for SWKGSA.
- Perform two groundwater monitoring events in the Summer and Fall 2020
- Coordinate data for inclusion in Subbasin Annual Report due in April 2021.

**2)The project schedule is as follows:**

Task orders 1 and 2 covers work for FY 2021 from June 1, 2020 to June 30, 2021.

**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 \$20,000 broken into the following tasks:

- Task Order 1 – Project Management – \$10,000
- Task Order 2 – Groundwater Monitoring Program – \$10,000

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

- Task Order 1 – Board presentations and memorandums as required
- Task Order 2 – Spring and Fall groundwater monitoring data collection for inclusion in the 2021 GSP Annual Report

Detailed monthly invoices shall be provided and prepared according to requirements of the Agreement. Billing rates shall be consistent with those provided in Consultants 2020 Statement of Qualifications.

**Assumptions**

The budget for the Task Order is based on our current understanding of the groundwater monitoring program. The actual fees will accrue on a time and materials basis and will vary from month to month.

SOUTH WEST KINGS GROUNDWATER  
SUSTAINABILITY AGENCY

GEOSYNTEC CONSULTANTS

By: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Name: Amer Hussain

Title: \_\_\_\_\_

Title: Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_