SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY

944 Whitley Avenue, Corcoran, CA 93212

www.swkgsa.org

AGENDA

SPECIAL MEETING OF THE BOARD OF DIRECTORS

July 24, 2024

2:00 p.m.

944 Whitley Avenue, 2nd Floor Boardroom

Corcoran, CA 93212

Join Zoom Meeting

https://us02web.zoom.us/j/85096678521?pwd=yettM8iFssa6jSBpKm8LgyUSY6ODkX.1

Meeting ID: 850 9667 8521

Passcode: 404552

Dial in: 1 669 900 9128

The public may participate in the meeting as otherwise permitted under the Brown Act by calling into the telephone number above. Any member of the public may address the SWKGSA Board of Directors concerning any item on the agenda before or during its consideration of that matter, as appropriate.

CALL TO ORDER 2:00 p.m.

ROLL CALL

John Vidovich, Chair
Michael Nordstrom
Jim Wilson
Craig Andrew

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 Chair of the Board at this time. The Chair 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 ITEMS

1. Approval/Ratification of Southwest Kings GSA warrants/finances (03/16/2024-07/15/2024)
2. Approval of the Minutes from special meetings held on April 3 and April 11, 2024.

ACTION CALENDAR

3. Review and consider for adoption 2025 Budget and Assessment Rate for Southwest Kings GSA.
4. Consider for adoption Resolution 2024-02 A RESOLUTION OF THE SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY APPROVING THE LEVYING OF THE 2025 ASSESSMENTS.
5. Consider for adoption Resolution 2024-03 A RESOLUTION STATING THE POWERS OF A JOINT POWERS AUTHORITY TO FIX AND COLLECT CHARGES ON THE 2024-25 YEARS KINGS COUNTY TAX ROLL.
6. Review and consider action to approve proposal from Geosyntec for completion of Tulare Lake Subbasin GSP for Southwest Kings GSA.
7. Review and consider sending 90-day Notice of GSP Amendments to Kings County and Kettleman City pursuant to Water Code Section 10728.4 for Tulare Lake Subbasin.
8. Review and consider approval of proposal received from Provost & Pritchard to migrate website to WordPress with ongoing management.
9. Review and consider action to hire a manager for the GSA.
10. Review and consider cancellation of regular meeting on Friday, August 2, 2024.

ADJOURNMENT

11. Adjourn to the next meeting, at 944 Whitley Avenue, Corcoran, at a date to be determined 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 SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY Office at 944 Whitley Avenue, Suite B, Corcoran, CA 93212 (559) 992-8980. Requests must be received at least 48 hours prior to a scheduled public meeting.

SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY
Special Board Meeting
Minutes
April 3, 2024

The Board of Directors of the Southwest Kings Groundwater Sustainability Agency met in the second-floor conference room, 944 Whitley Avenue, Corcoran, California, on Wednesday, April 3, 2024, at the hour of 1:00 p.m. The meeting was available via Zoom for interested parties.

Chair Vidovich presided and Mr. Hutchings recorded the minutes.

Directors Present: John Vidovich, Chair
Michael Nordstrom
Jim Wilson

Directors Absent: Craig Andrew

Others Present: Amer Hussain, Geosyntec
Jared Hutchings, Angiola Water District
Steve Jackson, Next Gen Water
Riley Jones
Doug Jackson, Water and Land Solutions
Jeof Wyrick, El Rico GSA
Matt Hutton, LACSD
Rachel Becker, Cal Matters
Kiti Campbell, Westlands Water District
Justin Rowe
Breanna, Kings County Farm Bureau

The Meeting was called to order at 1:00p.m.

PUBLIC COMMENT
None

ACTION CALENDAR

1. Review and consider Management Agreement with Angiola Water District to provide managerial and administrative services.

   A draft Agreement was presented to the Board by Mr. Hutchings to consider. Discussion followed and the Board decided to further that discussion with the Board of Directors of Angiola Water District at their meeting on April 18, 2024. No further action was taken.

DRAFT

2. Review and consider action to retain legal counsel for the GSA.

   The Board discussed a few options and Director Nordstrom noted he would contact a firm that may not have any conflict of interest by representing the GSA. No further action was taken.

3. Review and consider action to approve meter and telemetry proposals submitted for ag wells.

   Two proposals were presented to the Board for consideration. On the motion of Director Wilson and seconded by Director Nordstrom, the Board voted to accept the proposal submitted by Central Irrigation. (3-0)

4. Review and consider setting meeting dates for the remainder of 2024.

   On the motion by Director Wilson and seconded by Director Nordstrom, the Board voted to set a special meeting date on Thursday, April 11, 2024, at 1:00 pm. The discussion will focus on planning for the upcoming SWRCB Probationary Hearing for the Tulare Lake Subbasin. (3-0)

5. Review SGMA policies to be implemented.

   Mr. Hussain presented information on the status of the GSP revisions. Moving forward, the GSA will need to prepare an updated budget, submit water use numbers, calculated charges, assign pumping limits, and establish a well registration program. At the meeting on April 11, it will be important to understand the role of Southwest Kings GSA during the GSA panel discussion on April 16 in Sacramento.

ADJOURNMENT

6. Adjourn to a special Board Meeting, scheduled for Thursday, April 11, 2024, at 1:00 pm, at 944 Whitley Avenue, Corcoran, or as otherwise directed by the Board.

Attest:

_____

Michael Nordstrom, Vice Chair

_____

Jim Wilson, Secretary

SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY

RESOLUTION NO. 2024-02

RESOLUTION OF THE SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY APPROVING THE LEVYING OF 2025 ASSESSMENTS

WHEREAS, the Southwest Kings Groundwater Sustainability Agency (the "Agency") is a joint powers authority, formed pursuant to the Joint Exercise of Powers Act (Gov. Code §§ 6500, *et seq.*); and

WHEREAS, pursuant to the Sustainable Groundwater Management Act ("SGMA"), the Agency is also an exclusive Groundwater Sustainability Agency ("GSA") in the portion of the Tulare Lake Subbasin (Subbasin 5-022.12 of the San Joaquin Valley Basin as defined by California Department of Water Resources Bulletin 118) underlying the Agency's boundaries; and

WHEREAS, pursuant to California Water Code Section 10730 provides that a GSA may levy fees or assessments and each member of the Agency has the authority to impose assessments in compliance with Proposition 218 as specified in Article XIIID of the California Constitution; and

WHEREAS, on June 28, 2017, the Agency adopted an engineer's report to explain the need for the imposition of a land-based assessments pursuant to Proposition 218 and authorized mailing ballots to the landowners; and

WHEREAS, on August 14, 2017, the Agency held a public hearing to receive public comment and calculate the ballots for the Proposition 218 election; and

WHEREAS, 95.7 percent of the landowners that returned their ballots voted in favor of levying the land-based assessments in an amount up to and including five dollars and no/100 ($5.00) per acre per year for those parcels that are ten acres or more; and

WHEREAS, either the Agency or the County of Kings may collect the Agency's assessments, but the Agency elected to have the County of Kings collect the 2023 assessments on its behalf.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY does hereby resolve, declare and order as follows:

1. The above Recitals are deemed true and correct and are incorporated herein by this reference.

2. The landowners within the Agency's boundaries authorized the Board of Directors of the Agency to levy a land-based assessment in an amount not to exceed five dollars and no/100 ($5.00) per acre per year.

3. The Board of Directors of the Agency hereby sets the 2025 land-based assessment rate at _____ dollar and _____ cents ($) per acre.

4. The Agency hereby elects to have the County of Kings collect the assessments on the Agency's behalf for the 2024-2025 assessment year and authorizes the Agency's consultants to work with the County of Kings to do so.

DRAFT

5. Agency consultants/staff are authorized and directed to complete the necessary documentation to levy the Agency's 2024-2025 assessment.

PASSED AND ADOPTED this 24th day of July, 2024, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

CERTIFICATE OF SECRETARY
OF
SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY,
a California joint powers agency

I, Jim Wilson, do hereby certify that I am the duly authorized and appointed Secretary of the Southwest Kings Groundwater Sustainability Agency, a California joint powers agency (the "Agency"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the Agency on the 24th day of July, 2024; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 24th day of July, 2024.

_____
Jim Wilson, Secretary

DRAFT

SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY

RESOLUTION 2024-03

RESOLUTION STATING THE POWERS OF A JOINT POWERS AUTHORITY TO FIX AND COLLECT CHARGES ON THE 2024-25 YEAR KINGS COUNTY TAX ROLL

WHEREAS, the Southwest Kings Groundwater Sustainability Agency ("Agency") is a joint powers authority formed pursuant to the Joint Exercise of Powers Act codified at California Government Code Sections 6500 *et seq.*; and

WHEREAS, the members of the Southwest Kings Groundwater Sustainability Agency include Dudley Ridge Water District, Tulare Lake Reclamation District No. 761, Kettleman City Community Services District, Tulare Lake Basin Water Storage District, and the County of Kings; and

WHEREAS, the Agency is located exclusively within Kings County; and

WHEREAS, the Agency may assess land in accordance the joint powers of the Agency's members and through its powers as a Groundwater Sustainability Agency ("GSA") under to the Sustainable Groundwater Management Act ("SGMA"); and

WHEREAS, pursuant to provisions of Proposition 218, as reflected in Article XIII D of the California Constitution, California Water Code Section 10730, and Sections 53750 through 53756 of the California Government Code, the Agency may, in lieu in whole or in part of levying assessments, fix and collect charges for services furnished by the Agency, including anyand all the following:

(a) Administrative costs for management, legal, and consultant costs to manage and maintain the Agency in compliance with State laws and regulations;
(b) Costs to comply with the SGMA, including but not limited to developing a Groundwater Sustainability Plan ("GSP") independently or in conjunction with other GSAs; and
(c) Costs to comply with SGMA in monitoring and reporting on the implementation of the GSP to the State through at least 2040.

WHEREAS, due to the cost of collection, the Southwest Kings Groundwater SustainabilityAgency Board of Directors does hereby request the County of Kings, without regard to property valuation, to levy these assessments and place them on the 2024-25 Year Kings County Tax Roll.

NOW, THEREFORE, BE IT RESOLVED that the:

1. Southwest Kings Groundwater Sustainability Agency will not pursue collection of delinquencies; and
2. Southwest Kings Groundwater Sustainability Agency Collector will secure and file all necessary documents to support assessments and charges added to the Kings County Tax Roll pursuant to this Resolution.

NOW, THEREFORE, MAY IT FURTHER BE RESOLVED, that the Board of Directors approved and adopted the foregoing at an official meeting held on Wednesday, July 24, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

CERTIFICATE OF SECRETARY
OF
SOUTHWEST KINGS GROUNDWATER SUSTAINABILITY AGENCY,
a California joint powers agency

I, Jim Wilson , do hereby certify that I am the duly authorized and appointed Secretary of the Southwest Kings Groundwater Sustainability Agency, a California joint powers agency (the "Agency"); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the Agency on the 24th day of July, 2024; and that said resolution has not been modified or rescinded and remains in full force and effect asthe date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this 24th day of July, 2024.

_____
Jim Wilson, Secretary

DRAFT

Geosyntec consultants

1111 E Herndon Ave, Suite 217
Fresno, CA 93720
PH 559.228.9086
www.geosyntec.com

June 20, 2024

Jared Hutchings
General Manager
Southwest Kings GSA
944 Whitely Ave
Corcoran, CA 93212

Subject: Proposal to Prepare 2024 SWK GSP

Dear Jared:

Geosyntec Consultants Inc. (Geosyntec) has prepared this proposal for the preparation of the 2024 Southwest Kings GSA (SWK or GSA) Groundwater Sustainability Plan (GSP). The 2024 GSP is required to address the comments from the Inadequate Determination letter issued by the Department of Water Resources (DWR) dated March 2, 2023, and the State Water Resources Control Board (SWRCB) Draft Staff Report from October 2023. With the Inadequate Determination, the lead agency is now the SWRCB, and they will be responsible for review and approval of the 2024 GSP. This proposal outlines preparation for the SWK 2024 GSP based on direction from the SWK Board.

A working draft of the document was prepared by the five GSAs in the Tulare Lake Subbasin back in April. We understand that the SWK is requesting that document be converted to a separate GSP for the just the SWK area.

SCOPE OF WORK

The scope of services will focus on updating the GSP to respond to DWR's comments and findings in the Incomplete Determination letter and the Probationary Hearing Final Staff Report prepared by SWRCB in March 2024. The comments are focused primarily on the Sustainability Criteria presented in the SMC chapter of the GSP. The findings presented in the letter focused on setting SMCs for water levels, subsidence, and degraded water quality. The Final Staff Report included additional deficiencies that needed to be addressed.

The scope of services below briefly describes the tasks associated with the GSP update. The scope of services presented are broad to allow maximum flexibility in responding to the comments and preparing the SWK 2024 GSP.

Task 1: Project Coordination

Geosyntec will coordinate with SWK and the SWRCB in preparation of the SWK 2024 GSP. This coordination will extend to communication and meetings with SWRCB and DWR. We anticipate that up to four meetings will be held with SWK.

Task 2: Comment Matrix

Geosyntec reviewed comments received from both DWR and SWRCB and have prepared a matrix of the comments. Similar comments were grouped together to help coordinate our response. The completed matrix will be included as part of the SWK 2024 GSP to assist the SWRCB in reviewing the document.

Task 4: Prepare SWK 2024 GSP

As discussed above, an initial draft 2024 GSP was prepared to cover the entire Tulare Lake Subbasin. That document will be reviewed to determine what portions can be used as part of the SWK 2024 GSP. We anticipate that much of the initial draft will be utilized with appropriate modifications. As much as possible, existing figures and tables will be utilized but it is anticipated that some new figures and tables will be required. Some chapters will require only minor modifications but others including the SMC, monitoring programs and projects and management actions will require substantial modifications.

Task 5: Revised Draft GSP

A revised draft will be prepared based on the comments received from SWK. The revised draft will then be made available for SWK for final review and approval for public release. It is anticipated that SWK will make the revised draft available for public comment.

Task 6: Final SWK 2024 GSP

Comments received on the revised draft will then be incorporated into the Final Updated GSP and will be submitted to the SWK board for approval. Once the final GSP is approved by SWK, it will be submitted to SWRCB and uploaded to the SGMA portal.

Task 7: Public Outreach/Workshops

One public workshop will be held with SWK to present the revised GSP. The workshop is intended to present the revised SMCs to SWK and interested stakeholders. The Workshop will be held in person and are expected to last approximately two hours.

SCHEDULE

The current schedule for the GSP is as follows:

Task	Date
Draft GSP	July 30
Board Approval for Public Release	August 15
Public Comment Period	August 16 – September 20
Final Draft with Comments	October 15
Board Approval	October 18

FEES

A summary of the estimated fees for the project are presented by Task in Attachment A. The work will be performed on a time and materials basis in accordance with the Geosyntec 2024 Rate Schedule. The fees presented are our best estimate at this time and may vary for each task. However, we will not exceed the total amount with prior authorization.

AGREEMENT

The work is being conducted in accordance with the existing Master Service Agreement (MSA) between SWK and Geosyntec. The terms and conditions of the MSA are still in effect and are incorporated by reference. Please sign below to formalize the agreement and serve as our authorization to proceed.

CLOSURE

Geosyntec appreciates the opportunity to serve SWK and for allowing us to provide a proposal for preparing the SWK 2024 GSP. Should you have any questions or require additional information, please contact Amer Hussain at (559) 497-2013.

Sincerely,

Amer A. Hussain, P.E.
Principal Engineer

Enclosure:
Attachment A – Summary of Fees for GSP Update

By its signature below, the Southwest Kings GSA is authorizing Geosyntec Consultants to proceed in accordance with this Proposal, and agrees to the Services, Schedule, and Compensation described above and the terms and conditions of the attached Professional Services Agreement as incorporated as reference.

Name	Signature and Date

Attachment A – Summary of Fees for GSP Update

Task	Description	T&M
1. **Project Coordination**	• Attendance at SWKTCWA meetings • Coordinate and attendance at meetings with SWRCB & DWR	$10,000
2. **Initial Draft**	• Prepare initial Draft GSP Update	$5,000
3. **Revised Draft**	• Prepare Revised Draft GSP Update	$25,000
4. **Final Document**	• Prepare Final Update GSP • Submit to DWR	$10,000
	Total:	**$50,000**

PROVOST&PRITCHARD
CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

July 22, 2024

Staci Wilkins
Southwest Kings Groundwater Sustainability Agency
944 Whitley Avenue, Suite B
Corcoran, CA 93212

Subject: **Website Services for Southwest Kings Groundwater Sustainability Agency Website WordPress Migration and Ongoing Management, Corcoran, California**

Dear Staci Wilkins:

Thank you for the opportunity to submit this proposal to provide website services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

PROJECT UNDERSTANDING

The Southwest Kings Groundwater Sustainability Agency (SWKGSA) has a basic website to host general agency information and documents, including board agendas for Brown Act compliance. The website is accessible to the public and serves as a tool for communication to stakeholders. The current SWKGSA website was built on Adobe Dreamweaver, a tool that is now deprecated (unsupported) by Adobe. Because of how it was built, the website code does not meet industry standards, and website edits are more time consuming than necessary. Additionally, the current state of the website's code will over time pose compatibility issues with internet browsers as those are continually updated. Browser updates may drop support for older features affecting the SWKGSA website display and functionality. It is recommended for efficiency of website edits and continued functional reliability that the current website be migrated onto WordPress (a modernized content management platform).

Provost & Pritchard Consulting Group (P&P) is currently hosting and managing the SWKGSA website, including conducting monthly website updates for meeting notices and document documents. This proposal includes the continuation of ongoing website management services following the transition to the WordPress platform.

SCOPE OF SERVICES

Our proposed scope of work for this proposal is segregated into several phases, described below.

PHASE DEV: (DEVELOPMENT AND MIGRATION)

- WordPress Website Development and Content Migration – P&P will redesign the website onto the WordPress content management system and migrate the existing content as-is onto the new WordPress site. Content, visuals, colors, and logo will remain the same, with the exception of minor copy changes provided by the client to bring the site's content up to date.

PHASE WEB: (WEBSITE MANAGEMENT AND HOSTING)

- Ongoing Website Management – P&P will provide ongoing website management services, including conducting monthly maintenance checks to ensure site functionality, as well as any content updates and document uploads as directed by the client.
- Website Hosting – P&P is already hosting the SWKGSA's current website. With the migration, P&P will move hosting to its preferred hosting provider for WordPress sites for higher security and more robust support. Hosting will automatically renew following one year of service, unless otherwise directed by the client.

PROFESSIONAL FEES

P&P will perform the services in this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees will not exceed our estimate of $6,500 without additional authorization.

PROPOSED FEE	
PHASE	ESTIMATED FEE
Phase MIG	$3,000
Phase WEB	$3,500
Total Estimated Fee:	**$6,500**

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line-item estimates shown, however total billings will not exceed the Total shown without additional authorization. If the scope changes materially from that described above, as a result of any agency's decision or because of changes requested by the client, we will prepare a revised estimate of our fees for your approval before we proceed.

SCHEDULE

Once we receive an executed copy of this Proposal together with the attached CSA and are authorized to proceed, we can prepare the WordPress website for initial submittal in approximately 4 - 6 weeks. Agency review time is beyond our control. If an additional submittal is required after initial review, we will be prepared to re-submit 2 weeks after we receive agency comments. For ongoing website management and hosting services, this proposal includes one year of service from the date the Proposal and CSA are executed.

ASSUMPTIONS

- Although not a part of this proposal, P&P can add ADA website compliance for an additional fee.
- P&P will design and develop the WordPress website as a staging site. The site will be staged in the WordPress environment with full website functionality under a development URL that is accessible as a link for client review and feedback. Once the client approves the site for launch, P&P will access the DNS records to point the records to the development site. Once the records are resolved, the development site will be the live site. This is the process of "going live". It typically takes 3 -12 hours to complete the DNS records process but can take multiple days. The duration of the "going live" process is out of P&P's control.
- The same domain name (swkgsa.org) will be used for the WordPress website, as long as no critical issues arise with pointing the DNS records.
- Ongoing website management and hosting services assumes an estimated 2 hours per month to conduct monthly website maintenance checks and upload agency documents to the website. More

substantial website edits (sitemap, page additions, design and layout changes) are not included in this proposal, but can be provided for an additional fee.

ADDITIONAL SERVICES

The following services are not included in this proposal, however, these and others can be provided at additional cost, upon request.

- Public outreach and communications campaign strategy and planning
- Project highlight sheets, one-pagers, informational flyers, newsletters, mailers
- Graphic design, layout, and copywriting
- Event planning and execution
- Email marketing and communications
- Video production
- Social media management
- ArcGIS StoryMaps

TERMS AND CONDITIONS

In order to convey a clear understanding of our mutual responsibilities under this proposal, our standard CSA is attached. Please sign both of these documents and mail or email a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group

Rebecca Quist
Senior Public Affairs Specialist

Matt Klinchuch, RCE 83357
Director of Operations

TERMS AND CONDITIONS ACCEPTED

By Southwest Kings Groundwater Sustainability Agency

_____
Signature

_____
Printed Name

_____
Title **Date**

PROVOST&PRITCHARD
CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

Project Manager: RQ
Prepared by: CEC

CONSULTANT SERVICES AGREEMENT

Southwest Kings Groundwater Sustainability Agency **Client/Agency**	N/A **Proposal No.**
General Manager **Attention**	N/A **Telephone**
Southwest Kings Groundwater Sustainability Agency **Bill to**	N/A **Fax**
944 Whitley Avenue, Suite B **Billing Address**	Staci.swkgsa@outlook.com **Email**
Corcoran, CA 93212 **City, Zip Code**	
Website Services for Southwest Kings Groundwater Sustainability Agency Website WordPress Migration and Ongoing Management **Project Title**	Corcoran, CA **Location**

DESCRIPTION OF SERVICES

P&P is currently hosting and managing the SWKGSA website, including conducting monthly website updates for meeting notices and document documents. This proposal includes the continuation of ongoing website management services as well as a transition to the WordPress platform.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant

shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client indemnities") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and

against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 12.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or $50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the

Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 31.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California. The Client agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Fresno, State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.

38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Southwest Kings Groundwater Sustainability Agency	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
Client/Agency	
By	**By**
	Matt Klinchuch, RCE 83357
Name	**Name**
	Director of Operations
Title	**Title**
	7/22/2024
Date Signed	**Date Signed**