

SOUTH KINGS GROUNDWATER SUSTAINABILITY  
AGENCY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS  
SPECIAL MEETING AGENDA

Wednesday, September 8, 2021

5:30 PM

VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WILL BE CLOSED TO THE PUBLIC. PUBLIC CAN PARTICIPATE IN THIS MEETING AND PROVIDE COMMENTS ON AGENDA ITEMS VIA THE FOLLOWING:

<https://us06web.zoom.us/j/95002614921?pwd=bjIVZnZOTDZHWlImMkRFcXFFeG5zQT09>

Meeting ID: 950 0261 4921

Passcode: 389469

Please contact Annika Romo at (559) 299-1544 for any questions regarding the Zoom meeting.

ITEMS:

1. Call to Order and roll call
2. Public Comment on Items not on Agenda

*The first 15 minutes of each regular session is set aside for members of the public to comment on any item within the jurisdiction of the Board of Directors, but not appearing on the agenda. For items appearing on the agenda, the public is invited to comment at the time the item is called for consideration by the Board. Any person addressing the Board under public comment will be limited to a 3-minute presentation to ensure that all interested parties have an opportunity to speak. Please submit any handouts to the Secretary via email prior to the meeting at dpeters@peters-engineering.com.*

3. Consent Calendar

*Unless a member of the Board of Directors requests that an item be removed from the Consent Calendar, all items will be acted upon as a whole and by one vote. Items removed from the Consent Calendar will be acted upon separately.*

- 3.1 Approve Minutes of August 11, 2021 meeting.

4. Committee Reports
  - 4.1 Technical Advisory Committee – Report by Josh Rogers, Chair
  - 4.2 Administrative Committee – Report by David Peters, Secretary
5. General Items
  - 5.1 Renewal of Lozano Smith Contract & Authorize Chairman to Sign Agreement on Behalf of SKGSA – Oral Report by David Peters
6. Adjourn SKGSA Regular Meeting into Closed Session
  - 6.1 Conference with Real Property Negotiations related to Tract 5292 Remainder Parcel in accordance with California Government Code Section 54956.8.
7. Adjourn out of Closed Session into Regular SKGSA Meeting
8. Secretary's Report
  - 8.1 Time and place for next meeting – October 13, 2021 at 5:30pm
9. Board Member Comments
10. Adjournment

SKJPA BOARD OF DIRECTORS  
MEETING MINUTES

TELECONFERENCE

Wednesday, August 11, 2021

5:30 PM

Chairman Kazarian called the meeting to order at 5:34 pm.

Board Members Present: Chairman Kazarian, B. Hurtado, E. Hurtado, Ramirez

Board Members Absent: Pimentel

Staff Present: David Peters, Michael Linden, Josh Rogers

**PUBLIC PRESENTATIONS**

None

**CONSENT CALENDAR**

- 3.1 *Approve minutes of April 14, 2021 meeting.*
- 3.2 *Approve minutes of June 16, 2021 meeting.*

J. Hurtado makes motion, Ramirez seconds motion. Motion passes unanimously.

**COMMITTEE REPORTS**

4.1 *Technical Advisory Committee Meetings*

Josh Rogers reports TAC met on August 4<sup>th</sup>. Trying to DIFS approved by TAC, recently had two new additions to TAC with Del Rey/Parlier representatives being changed. Gave updates and asked new members to review prior to approval. Talked about status of Prop 68 Grant and projects. Two projects in Sanger under construction, waiting for meter reading equipment to be delivered. Finalizing a letter to be sent to CID documenting current status of water deliveries.

4.2 *Administrative Committee Meetings*

Secretary Peters reports that the Admin Committee met August 5<sup>th</sup>. Update on Impact Fee Study. Discussed water deliveries and CID letter. Talked about potential projects in Fowler. Quick update on Prop 68 Grant update. Briefly discussed policies of cost sharing between agencies.

**GENERAL ITEMS**

5.1 *Prop 68 Grant Update – Oral Report by Josh Rogers*

State has signed the agreement with Kings Basin through FID. SKGSA board previously

authorized signature of a sub-agreement with FID to administer the grant. FID will apply on behalf of the entire basin for several projects. Moving forward any expenditures will be eligible for reimbursement.

Received review comments of appraisal on the land from the state. A couple of the comments requested clarification regarding City of Sanger's zoning and proposed land use. City of Sanger provided letter to property owner clarifying these items to be addressed in a revised appraisal. Once the revised appraisal is received, and both the state and SKGSA agree that comments have been addressed, the state will review the appraisal as the third party. Surveys for the property have already been scheduled.

#### 5.2 *2022 Water Allocation and Projects – Oral Report by David Peters*

On August 6<sup>th</sup> a letter was sent to Phil Desotoff at CID, outlining water transfers for 2020 (should have received 1,000 acre-feet), 2021 (should have received 2,000 acre-feet), and what will occur in 2022 (3,000 acre-feet). The missed amounts will roll over and it is possible for SKGSA to receive 6,000 acre-feet in 2022. The letter was sent to requested a meeting with Mr. Desotoff to discuss new projects in order to be able to accept that volume of water. Received a confirmation email that the letter was received. These projects will be developed in fall and constructed in spring and brought before board for consideration. Through a cost sharing policy, various agencies would ask the board support the project and commit to reimbursing each agency for the development and construction of these projects.

Member Ramirez poses the question about the potential for another drought year and whether the water amounts will continue to roll over and accumulate? Secretary Peters mentions these are all questions he will discuss with Mr. Desotoff at the requested meeting.

#### 5.3 *Consider Renewal of Lozano Smith Contract & Authorize Chairman to Sign Agreement on Behalf of SKGSA – Oral Report by David Peters*

Secretary Peters asks that the board continue this item to the next meeting. Lozano Smith has been GSA council since inception. Very vital in forming GSA and been a great partner so far. Staff would support renewing the contract.

Council Linden updates staff about changes in new contract. The only material change is a new fee schedule which increases the hourly rate from \$200/hour to \$210/hour until the end of 2021, at which time it will increase to \$220/hour.

#### 5.4 *Consider Insurance Proposal from Golden State Risk Management Authority & Authorize Staff to Bind Coverage*

Insurance provides \$50mil worth of coverage. Staff believes is it important to have insurance coverage. Also, a part of the grant agreement. Staff has reviewed it. Annual coverage is \$2,500 per year, and the prorated amount for September-December would be \$2,075. Secretary Peters would recommend board to approve and authorize the Chairman to bind coverage.

Member Hurtado asks if any other proposals were received. Counsel Linden states the biggest initial concern was finding a policy that covered the acquisition of the property. After some discussion with TAC Chair Rogers, it was decided that a general liability policy would be needed. Counsel Linden spoke with both Alliant and Risk Management Authority (RMA). After discussions with both agencies, it was decided that a general liability policy with RMA would be the best course of action as they also represent a few other small JPA type agencies.

Hurtado makes a motion to authorize Chairman to bind coverage, Ramirez motions. Motion passes unanimously.

**ADJOURN SKGSA REGULAR MEETING INTO CLOSED SESSION**

6.1 *Conference with Real Property Negotiations related to Tract 5292 Recharge Basin in accordance with California Government Code Section 54956.8.*

**ADJOURN OUT OF CLOSED SESSION INTO REGULAR SKGSA MEETING**

No Reportable Actions

**SECRETARY REPORT**

Time & Place for next meeting: September 8, 2021 at 5:30pm via teleconference.

**BOARD MEMBER COMMENTS**

None

**ADJOURNMENT**

Having no further business Chairman Kazarian adjourned the meeting at 6:37pm.



**AGREEMENT FOR  
PROFESSIONAL LEGAL SERVICES  
AS GENERAL COUNSEL**

THIS AGREEMENT is made and entered into as of July 1, 2021, between the SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY, a Joint Powers Authority (hereinafter referred to as “GSA”) and LOZANO SMITH, a limited liability partnership (hereinafter referred to as “Attorney”).

1. SCOPE OF WORK AND DUTIES

GSA hires Lozano Smith as its General Counsel to render such legal services as are customarily rendered by a General Counsel, including attending meetings of the GSA, as directed by the GSA. Representation shall include, but not necessarily be limited to, drafting and reviewing resolutions and agreements, consulting with or advising GSA staff on legal issues that may regarding the GSA’s operation under the Sustainable Groundwater Management Act (SGMA), and generally advising the GSA Board of Directors (“Board”) and GSA staff concerning the legal affairs of the GSA.

Attorney, as a full-service law firm, is prepared to, and will, provide representation to GSA in all of its legal affairs, including, but not limited to, SGMA law, tort defense, labor representation, criminal prosecution, redevelopment dissolution, land use, finance, franchising, contract representation and other matters, except where conflicts exist or where the GSA Board of Directors may otherwise direct. Attorney shall represent the GSA in initiating and defending all litigation unless otherwise directed by the GSA Board.

All of these duties shall be performed, as directed by the GSA Board, and Attorney will keep the GSA Board and the GSA Administrator informed as to the progress and status of all pending matters. All legal services can be authorized only by the GSA Board.

Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Where appropriate, Attorney may from time to time recommend the use of special counsel. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of GSA.

The scope of work and duties under this Agreement shall not include representation of the GSA as Bond Counsel. In the event GSA desires that Attorney act as Bond Counsel, and Attorney so agrees, GSA and Attorney shall enter into a separate Bond Counsel Agreement setting forth Attorney’s duties and compensation for such Bond Counsel services. GSA and Attorney may agree that such compensation shall be on a contingent fee basis.

## 2. GSA DUTIES

GSA agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for Attorney to effectively render its professional services under this Agreement. GSA further agrees to abide by this Agreement, and to pay in a timely manner for Attorney's bills for fees, costs, and expenses.

## 3. LEGAL FEES, BILLING PRACTICES, AND PERSONNEL

GSA shall compensate Attorney for legal services provided within the scope of work and duties as follows:

- From July 1, 2021 through December 31, 2021, GSA shall pay to Attorney \$210.00 per hour for attorney services, and \$100.00 per hour for paralegal and law clerk services.
- Beginning January 1, 2022, GSA shall pay to Attorney \$220.00 per hour for attorney services, and \$100.00 per hour for paralegal and law clerk services.

In addition to paying legal fees, GSA shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney in the course of providing legal services to GSA. Costs will include, but are not limited to, all third party expenses, mileage for travel, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees.

Attorney shall render to GSA a statement for fees for services and costs incurred every calendar month. GSA shall pay Attorney's statement within thirty (30) days after issuance of each statement. Each statement shall clearly indicate the basis of the fees, including the working attorney, hours worked, hourly rate (or flat meeting rate) and a brief description of the work performed, and a description of costs charged.

The GSA Attorney will exercise discretion to use whichever attorneys, paralegals and staff that he determines best suited to the rendering of legal services in a competent and economically efficient manner.

## 4. THIRD PARTY COSTS AND EXPENSES

Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance approval and proper documentation, GSA shall pay directly or reimburse Attorney for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.

## 5. INDEPENDENT CONTRACTOR/LAWFUL PERFORMANCE

Attorney shall perform all legal services required under this Agreement as an independent contractor. Attorney shall fully comply with the provisions of law regarding performance of this Agreement, including but not limited to, laws regarding licensure, professional canons of ethics

and conflict of interest statutes, rules and regulations. Attorney must certify and comply with the following: (1) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing the GSA; (2) that Attorney will refrain from initiating any legal action against GSA (or their respective officers, agents and employees in their official capacity as such) by way of complaint or cross-complaint during the term of this Agreement or any services rendered pursuant thereto, whichever later occurs; and (3) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing GSA pursuant to this Agreement.

#### 6. HOLD HARMLESS

Attorney agrees to protect indemnify and save harmless against all claims, demands and causes of action by Attorney's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent acts or omissions of Attorney, Attorney's agents, employees or subcontractors.

#### 7. INSURANCE

Attorney shall procure and maintain, at his sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance, and professional liability insurance against all claims for injuries against persons or damages to property resulting from Attorney's negligent acts or omissions rising out of or related to Attorney's performance under this Agreement. The minimum amount of such insurance shall be \$1,000,000. Attorney shall also carry Workers' Compensation Insurance in accordance with applicable laws of the State of California. Such coverage shall be maintained in effect during the term of this Agreement and shall not be subject to reduction in coverage below the limits established, nor shall the insurance be canceled or terminated without thirty (30) days, prior written notice to the GSA.

#### 8. TERM, DISCHARGE, AND WITHDRAWAL

This Agreement shall continue in effect until terminated by discharge or withdrawal. GSA may discharge Attorney at any time. Attorney may withdraw from GSA's representation at any time, to the extent permitted by law, and the rules of Professional Conduct, upon at least thirty (30) days written notice. Upon notice of discharge or withdrawal, Attorney shall deliver all documents and records of the GSA to the GSA and assist to the fullest extent possible in the orderly transition of all pending matters to GSA's new counsel.



9. NOTICE

Any notice required by law or by this Agreement shall be deemed delivered upon personal delivery or when deposited in the United States Mail, postage prepaid, and addressed as described below or to any subsequently noticed change or address, whichever applies:

South Kings GSA  
c/o David Peters, Secretary  
Peters Engineering  
952 Pollasky Ave  
Clovis, CA 93612

Andy Garcia  
Executive Director  
LOZANO SMITH  
7404 North Spalding Avenue  
Fresno, CA 93720

10. EFFECTIVE DATE

This Agreement shall be effective July 1, 2021.

11. ASSIGNMENT

This Agreement shall not be assigned by Attorney without prior written consent of the GSA.

12. CONSENT TO ELECTRONIC COMMUNICATIONS

In order to maximize efficiency, Attorney intends to use technology to facilitate its representation of GSA. Such technology may include, but is not limited to, email, document transfers by computer, cellular telephones, and use of mobile computing devices. The use of such technology may place GSA confidences and privileges at risk. While Attorney has reasonable safeguards in place to guard against any breach of confidentiality, Attorney cannot guarantee that such information will not be accessed by persons not entitled to access such information and there is a risk of accidental disclosure. Knowing the foregoing, GSA nevertheless consents to the use of technology.

13. SUPERSESSION

This Agreement supersedes any and all prior agreements or amendments thereto entered into for legal services between GSA and Attorney.

**SOUTH KINGS GSA**

**ATTORNEY  
LOZANO SMITH**

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

By:   
Karen M. Rezendes, Managing Partner

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

Date: 02/23/2021