

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

DEL REY COMMUNITY SERVICES DISTRICT

10649 E Morro Ave  
Del Rey, CA 93616

MONDAY, JUNE 4, 2018

6:00 PM

In compliance with the Americans with Disabilities Act, if you need special assistance to access or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Del Rey Community Services District at (559) 888-2272. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council meeting.

Items:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. 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.*

5. 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.*

- A. Approve Minutes of February 12, 2018 meeting.

6. Committee Reports

- A. Kings Coordinated Technical Meetings – Oral Report by Josh Rogers – SKGSA TAC Chair

7. General Items

- A. Consider amending JPA agreement to authorize Chairman to approve Task Orders not exceeding \$25,000 - Report by David Peters

- B. Approve the Memorandum of Agreement by Groundwater Sustainability Agencies Within the Kings Subbasin and authorize Chairman to execute agreement on behalf of SKGSA – Report by David Peters
  - C. Approve Task Order No. PP-3, Communications & Engagement Plan for the South Kings GSA, with Provost & Pritchard Consulting Group – Report by David Peters
  - D. Approve Task Order No. PP-4, PP-5 and PP-6, Kings Basin Coordination, with Provost & Pritchard Consulting Group – Report by David Peters
  - E. Adopt the 2018/19 budget – Report by David Peters
  - F. Groundwater Sustainability Plan Update – Report by David Peters
8. Secretary's Report
- A. Launch of new South Kings GSA website: <http://www.southkingsgsa.org> – Oral Report by David Peters
  - B. Form 700 Update - Oral Report by David Peters
  - C. Announce time and place for next meeting.
9. Board Member Comments
10. Adjournment

## SKJPA BOARD OF DIRECTORS

### MEETING MINUTES

Parlier City Hall  
1100 E. Parlier Avenue  
Parlier, CA 93648

Monday, February 12, 2018  
6:00pm

Chairman Kazarian called the meeting to order at 6:03 pm.

Board Members Present: Chairman Kazarian, Vice Chairman Blayney, Gonzalez, Ramirez,

Board Members Absent: Rodriguez

Staff Present: David Peters, Michael Linden

The Flag Salute was led by Member Gonzalez.

### **PUBLIC PRESENTATIONS**

None

### **CONSENT CALENDAR**

Member Gonzalez made a motion to approve the minutes for January 10, 2018 seconded by Member Gonzalez. Member Ramirez abstained because he was not present. The motion carried with a unanimous voice vote of all other members present.

### **COMMITTEE REPORTS**

Technical Advisory Committee Update – Mr. Josh Rogers provide a brief update of the most recent multi-GSA meeting on January 24<sup>th</sup> describing that the consultants provided draft details on Technical Memorandum #5, as well as some updates to previous technical memorandums. Technical Memorandum #5 deals with boundary flow and how the GSAs deal with each other. Currently, Central and South Kings are still being looked at as one. Mr. Rogers also reported that DWR made recommendation to award grant to Kings Basin for \$1.5 mil total, \$214k for South Kings GSA for development of Groundwater Sustainability Plan. Technical advisory committee has met multiple times to finalize task orders. Each of the GSAs is also meeting with respective consultants that are preparing water studies

### **GENERAL ITEMS:**

- A. *Authorize Chairman to approve Task Orders No. 1 and No. 2 with Provost & Pritchard Engineering Group – Report by David Peters*

After brief discussion, Member Blayney made a motion to approve the item which was seconded by Member Gonzalez. The item passed by unanimous vote.

*B. Consider amending JPA agreement to authorize Chairman to approve Engineering Task Orders not exceeding \$25,000 - Report by David Peters*

A unanimous vote is needed to pass item. Item will be re-agendized at the next meeting.

*C. Announce time and place for next meeting*

The next meeting was tentatively scheduled for March 14, 2018 at 6pm in Del Rey.

### **SECRETARY'S REPORT**

Mr. Peters stated that the invoices were sent out to member agencies for the 2017-18 contributions, and payment from Kingsburg has been received.

### **BOARD MEMBER COMMENTS**

None

### **ADJOURNMENT**

Having no further business Chair Kazarian adjourned the meeting. The meeting adjourned at 6:22 pm.

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**MEMORANDUM**

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**TO:** CHAIR & BOARD MEMBERS  
**FROM:** DAVID PETERS, P.E.  
**SUBJECT:** CHAIRPERSON AUTHORIZATIONS OF TASK ORDERS NOT EXCEEDING \$25,000.  
**DATE:** JUNE 1, 2018

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REQUESTED ACTION

Adopt Resolution No. 2018-002 amending the South Kings GSA Joint Powers Authority Agreement to allow the Board Chairman to authorize task orders not exceeding \$25,000.

DISCUSSION / RECOMMENDATION

Each groundwater sustainability agency within high and medium priority basins must prepare and submit a Groundwater Sustainability Plan to the California Department of Water Resources by January 31, 2020. The SKGSA has already made some progress towards this goal and has engaged the services of two engineering consultants to assist in the preparation of this document. Implementation of SGMA, development of the GSP and coordination with other GSA's within the Kings Basin is expected to continue to be a fluid process. In order to achieve milestones necessary to meet the GSP deadline, it may be necessary to act quickly in authorizing the SKGSA's consultants to proceed with certain task orders. To provide staff the flexibility to maintain momentum and schedule obligations, staff is recommending the Board Chairperson be granted the authorization to authorize task orders not exceeding \$25,000.

ATTACHMENTS

1. Resolution No. 2018-002

**RESOLUTION 2018-002**

**A RESOLUTION OF THE SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY TO AMEND THE JOINT POWERS AUTHORITY AGREEMENT**

WHEREAS, under the Sustainable Groundwater Management Act (“SGMA”), a combination of local agencies overlying a groundwater basin or subbasin may elect to form a Groundwater Sustainability Agency (“GSA”) through a joint powers agreement pursuant to the Joint Exercise of Powers Act (Government Code section 6500, et seq.); and

WHEREAS, in May of 2017, the governing bodies for the Cities of Fowler, Kingsburg, Parlier, and Sanger (“Cities”), along with the City of Selma, executed the original JPA Agreement for the South Kings Groundwater Sustainability Agency (“SKGSA”) for the purpose of electing to become a GSA inside of the Kings Subbasin within the territories of the member Cities; and

WHEREAS, on June 30, 2017, the Board of Directors of the SKGSA approved the withdrawal of the City of Selma as a member of the JPA and the SKGSA.

WHEREAS, on December 4, 2017, the Board of Directors of the SKGSA adopted an amended JPA Agreement that added the Del Rey CSD as a member agency to the JPA, and made other technical changes to the agreement; and

WHEREAS, Section 3.05 of the operative JPA Agreement allows the Board of Directors to amend the JPA Agreement by a unanimous vote of the Board members; and

WHEREAS, the Members desire to amend the operative JPA Agreement for the purpose of adding a provision whereby the SKGSA Board of Directors could authorize the Board Chair to execute contractual task orders up a certain dollar amount, thus obviating the need approval by the entire Board for such task orders; and

**THEREFORE, BE IT RESOLVED** by the SKGSA that the operative JPA Agreement for the SKGSA is hereby amended as set forth in Exhibit “A” attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of the SKGSA at a regularly scheduled meeting held on the 4th day of June, 2018 by the following vote:

AYES, and all in favor, thereof, Directors:

NOES, Directors:

ABSENT, Directors:

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Karnig Kazarian  
Chair, Board of Directors

South Kings Groundwater Sustainability Agency  
**EXHIBIT "A"**

**AMENDMENT TO JOINT POWERS AUTHORITY AGREEMENT FOR THE SOUTH  
KINGS GROUNDWATER SUSTAINABILITY AGENCY**

THIS AMENDMENT ("Amendment") to the operative Joint Powers Authority Agreement ("JPA Agreement") for the South Kings Groundwater Sustainability Agency ("SKGSA") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") between the Cities of Fowler, Kingsburg, Parlier, and Sanger ("Cities"), and the Del Rey Community Services District ("Del Rey CSD"), hereinafter referred to individually as "Member" and collectively as the "Members" of the South Kings GSA.

**AMENDMENT**

Subdivision (A) of Section 5.01 (Chair and Vice Chair) of Article V (Officers) of the operative JPA Agreement, as adopted by the Board on December, 4, 2017, is hereby amended to read as follows:

A. The Chair shall preside at and conduct each meeting of the Board; represent the Board as directed by the Board; and perform such other duties as may be imposed by the Board; and may sign all contracts and agreements as approved by the Board. Notwithstanding subdivision (7) of Section 3.05 above, which requires four affirmative votes from the Board to incur debt, liabilities, or obligations, the Chair is authorized to execute on behalf of the SKGSA individual task orders related to a contract with a consultant in an amount in the aggregate not to exceed \$25,000.00.

In all other respects, the operative JPA Agreement shall remain the same.

IN WITNESS THEREOF, the Board of the South Kings GSA, pursuant to the authority vested in the members of said Board by their respective appointing governing bodies, and the previously-adopted South Kings JPA Agreement, by unanimous vote, hereby adopt this Amendment to the operative JPA Agreement

SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY

By: \_\_\_\_\_  
Karnig Kazarian  
Its: Board Chair

Dated: \_\_\_\_\_

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**MEMORANDUM**

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**TO:** CHAIR & BOARD MEMBERS  
**FROM:** DAVID PETERS, P.E.  
**SUBJECT:** APPROVE MEMORANDUM OF AGREEMENT BY  
GROUNDWATER SUSTAINABILITY AGENCIES WITHIN THE  
KINGS SUBBASIN  
**DATE:** JUNE 1, 2018

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REQUESTED ACTION

Approve the Memorandum of Agreement by Groundwater Sustainability Agencies Within the Kings Subbasin.

DISCUSSION / RECOMMENDATION

South Kings Groundwater Sustainability Agency is a part of the Kings Subbasin along with James Irrigation District, Kings River East GSA, North Kings GSA, North Fork Kings GSA, Central Kings GSA, McMullin Area GSA, and Tulare County GSA. A Memorandum of Agreement was prepared to address the requirement and intent to develop and implement multiple Groundwater Sustainability Plans (GSPs) to the Department of Water Resources by January 31, 2020 in order to achieve certain sustainability goals. A GSP coordination working group comprised of representatives of each GSA has already met to coordinate the required common elements of multiple GSPs within the Subbasin.

To provide staff the flexibility to maintain momentum and schedule obligations, staff is recommending the Board Chairperson to approve the Memorandum of Agreement by Groundwater Sustainability Agencies Within the Kings Subbasin. The Memorandum of Agreement sets forth provisions for sharing of grant funds and dispute resolution between GSAs.

ATTACHMENTS

1. Memorandum of Agreement by Groundwater Sustainability Agencies Within the Kings Subbasin.

**MEMORANDUM OF AGREEMENT  
BY GROUNDWATER SUSTAINABILITY AGENCIES  
WITHIN THE KINGS SUBBASIN ON  
1) GRANT FUNDS SHARING; AND,  
2) DISPUTE RESOLUTION**

**THIS MEMORANDUM OF AGREEMENT** (“MOA”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Central Kings Groundwater Sustainability Agency (“CKGSA”), James Groundwater Sustainability Agency (“JGSA”), Kings River East Groundwater Sustainability Agency (“KREGSA”), McMullin Area Groundwater Sustainability Agency (“MAGSA”), North Fork Kings Groundwater Sustainability Agency (“NFKGSA”), North Kings Groundwater Sustainability Agency (“NKGSA”), and South Kings Groundwater Sustainability Agency (“SKGSA”) (individually also referred to as “Party” or “GSA” and collectively referred to as “Parties”).

**RECITALS**

**WHEREAS**, the Parties are all located within the Kings Subbasin (“Subbasin”), Tulare Lake Hydrologic Region, San Joaquin Valley Groundwater Basin, a groundwater subbasin recognized by the California Department of Water Resources (“DWR”) Bulletin 118 (2006) as Groundwater Subbasin Number 5-22.08;

**WHEREAS**, the Sustainable Groundwater Management Act (“SGMA”) requires Groundwater Sustainability Agencies (“GSA”) to develop and implement Groundwater Sustainability Plans (“GSP”) to achieve certain sustainability goals;

**WHEREAS**, SGMA allows local agencies or a combination of local agencies overlying a groundwater basin to serve as a GSA to develop and implement one or more GSPs;

**WHEREAS**, pursuant to Water Code §10727, a GSP may be any of the following: (1) a single GSP covering the entire basin developed and implemented by one GSA; (2) a single GSP covering the entire basin developed and implemented by multiple GSAs; or (3) multiple GSPs implemented by multiple GSAs that are subject to a single Coordination Agreement that covers the entire basin;

**WHEREAS**, the Parties acknowledge that multiple GSAs were formed within the Subbasin and the Parties presently intend to develop and implement multiple GSPs, and nothing in this MOA shall interfere with the ability of the GSAs and their boards to make decisions and determinations regarding the content and implementation of their receptive GSPs;

**WHEREAS**, a GSP coordination working group comprised of representatives of each GSA has met to coordinate the required common elements of multiple GSPs within the Subbasin;

**WHEREAS**, the purpose of this MOA is to also memorialize the sharing and allocation of Prop 1 Grant funding that will aid in the development and implementation of the GSPs by the GSAs; and,

**WHEREAS**, the purpose of this MOA is to also provide a method to resolve disputes that may develop as the Parties are developing their respective GSP's.

**NOW, THEREFORE**, the Parties hereby agree as follows:

## **SECTION 1: FUNDING**

1.1 For the purposes of the Prop 1 Grant Funding, the NFKGSA will be the lead applicant to the State of California Department of Water resources, and if the Subbasin is awarded said grant, the NFKGSA will be the contracting entity and enter into a grant agreement with the State. NFKGSA will enter into sub-agreements with the other GSAs for disbursement of their respective allotments of the funding.

1.2 The Parties have agreed to share the Prop 1 Grant Funding equally based on the number of GSPs being prepared within the Subbasin. As of the time of this agreement, each GSA anticipates preparing their own GSP so there will be seven GSPs and any Prop 1 Grant Funding awarded to the Subbasin will be split equally seven ways. If the number of GSPs is reduced because two or more GSAs chose to cooperatively prepare one GSP, the total amount of unspent Prop 1 Grant Funding will be reportioned based on the total number of GSPs being prepared within the Subbasin.

## **SECTION 2: DISPUTE RESOLUTION**

2.1 In the event of any dispute or material disagreement arising from or relating to the utilization of the same data and methodologies required by Water Code section 10727.6(a)-(g) for GSP development, the Parties hereto shall use their best efforts to settle the dispute or disagreement. To this effect, Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution. If one Party does not agree with another Party they may notify the GSP coordination working group in writing of their dispute or disagreement. The Parties shall then have a period of thirty (30) days to resolve the dispute or disagreement. If the issue cannot be resolved, the dispute/disagreement shall then be submitted to a Mediator who shall have thirty (30) days to resolve the matter. The Mediator shall attempt to resolve the issues between the parties. If the Mediator is unable to resolve the issues, then the Mediator will provide a written recommendation to the Parties involved in the dispute and the GSP coordination working group, which shall not be binding upon any of the parties.

2.2 The Parties have agreed to have \_\_\_\_\_ serve as the Primary Mediator for the Subbasin. If for some reason the Primary Mediator is unavailable to engage when needed, the Parties have agreed that \_\_\_\_\_ will serve as the Secondary

Mediator. If neither the Primary or Secondary Mediator are available, the Parties involved in the dispute shall attempt to mutually select a Mediator. If agreement cannot be reached, the Parties involved in the dispute shall request a list of five (5) available mediators from the remaining GSAs in the Subbasin. Thereafter, the Parties shall alternate striking names from the list until one mediator remains, who shall then serve as the mediator. The Party to strike first from the list shall be determined by lot.

2.3 The cost of mediation shall be apportioned equally amongst the Parties involved in the dispute or disagreement, provided that such costs shall be limited to agreed upon billing rates and reasonable expenses of the mediator, absent further agreement of the parties involved in the dispute or disagreement.

2.4 After attempting to settle or resolve the dispute or disagreement through mediation, nothing within this section shall prevent the Parties from pursuing legal action.

### **SECTION 3: INDEMNIFICATION**

No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOA. The Parties further agree, pursuant to Government Code section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party under this MOA.

### **SECTION 4: MISCELLANEOUS**

4.1. Counterparts. This MOA may be executed in counterparts.

4.2. Choice of Law. This MOA is made in the State of California, under the Constitution and laws of said State and is to be so construed.

4.3. Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

4.4. Entire Agreement. This MOA constitutes the sole, entire, integrated and exclusive agreement between the Parties regarding the contents herein. Any other contracts, agreements, terms, understandings, promises, representations, not expressly set forth or referenced in this writing are null and void and of no force and effect.

4.5. Construction and Interpretation. The Parties agree and acknowledge that this MOA has been developed through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this MOA.

4.6. Withdrawal. Any Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA. Withdrawal shall become effective upon thirty (30) days written notice to the remaining Parties. A Party that has withdrawn from this MOA shall remain obligated to pay its share of expenses and obligations incurred, accrued or encumbered up to the date the Party provided notice of withdrawal.

4.7. Termination. This MOA may be terminated upon unanimous written consent of all Parties, or shall terminate upon execution of a Coordination Agreement among the Parties in accordance with Water Code Section 10727.6, provided that the provisions concerning sharing of grant funding as provided at Paragraph 1.2 shall survive any such termination.

**IN WITNESS WHEREOF**, the Parties have executed this MOA on the dates shown below.

**CENTRAL KINGS GROUNDWATER SUSTAINABILITY AGENCY**

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

Its: \_\_\_\_\_

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

**JAMES GROUNDWATER SUSTAINABILITY AGENCY**

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

Its: \_\_\_\_\_

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

**KINGS RIVER EAST GROUNDWATER SUSTAINABILITY AGENCY**

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

Its: \_\_\_\_\_

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

**MCMULLIN AREA GROUNDWATER SUSTAINABILITY AGENCY**

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

Its: \_\_\_\_\_

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

**NORTH FORK KINGS GROUNDWATER SUSTAINABILITY AGENCY**

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

Its: \_\_\_\_\_

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

**NORTH KINGS GROUNDWATER SUSTAINABILITY AGENCY**

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

Its: \_\_\_\_\_

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

**SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY**

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

Its: \_\_\_\_\_

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

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## MEMORANDUM

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**TO:** CHAIR & BOARD MEMBERS  
**FROM:** DAVID PETERS, P.E.  
**SUBJECT:** APPROVE TASK ORDERS NO. PP-3, PP-4, PP-5 AND PP-6 WITH  
PROVOST & PRITCHARD CONSULTING GROUP  
**DATE:** JUNE 1, 2018

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### REQUESTED ACTION

Approve and authorize Board Chairperson to execute Task Orders No. PP-3, PP-4, PP-5 and PP-6 with Provost & Pritchard Consulting Group.

### DISCUSSION / RECOMMENDATION

In order to comply with requirements of SGMA, including the preparation of a Groundwater Sustainability Plan, staff recommends that approval of the following task orders:

#### Task Order No. PP-3 – Communications & Engagement Plan for SKGSA

SGMA requires each GSA to perform community outreach to all beneficial users within the GSA boundaries, giving stakeholders an opportunity to provide input and voice their concerns during the GSP development, public review, and implementation phases. Provost & Pritchard is proposing to prepare a communications and engagement plan in order to assist in properly performing community outreach for the GSP.

#### Task Order No. PP-4 – Confined Aquifer Boundary Flow Estimation

The cumulative results of these efforts will allow the GSA to evaluate and provide initial estimates of groundwater flows in the lower aquifer between the Kings Subbasin and the neighboring basins.

Provost and Pritchard is proposing to perform the following:

- Project Administration and meetings
- Well Construction Data Collection
- Hydrogeologic Data, Collection and Assemblage
- Data Analysis
- Documentation of Results

- Neighboring Groundwater Basin Model Evaluation

#### Task Order No. PP-5 – Data Management System

The cumulative results of these efforts will develop an initial Data Management System (DMS) to allow the GSA to properly collect and report data.

Provost and Pritchard is proposing to perform the following:

- DMS Definition and Development
- Testing, Revisions, Deployment
- Hosting and Maintenance

#### Task Order No. PP-6 – Water Budget Coordination

Per SGMA regulations, the development of a detailed water budget is required. While each GSA is allowed to have their own water budget to allow for monitoring and management of their respective areas, each water budget needs to be based on consistent methods throughout the Kings Subbasin. This Task Order does not include the actual development of a water budget. Data collected and developed for each GSA by Provost & Pritchard using the following methods will be shared to assist in the development of the water budget:

- Comparison of Modeling Options
- Establishment of Common Methodology and Assumptions
- Coordination with DWR

#### ATTACHMENTS

1. Task Order No. PP-3
2. Task Order No. PP-4, PP-5, and PP-6



286 W. Cromwell Avenue  
Fresno, CA 93711-6162  
Tel: (559) 449-2700  
Fax: (559) 449-2715  
[www.ppeng.com](http://www.ppeng.com)

## TASK ORDER No. PP-3

April 13, 2018

David Peters, PE  
South Kings Groundwater Sustainability Agency  
128 S. Fifth Street  
Fowler, CA 93625

**RE: Proposal for Communications & Engagement Plan for the South Kings Groundwater Sustainability Agency**

Dear Mr. Peters:

Thank you for the opportunity to submit this proposal for the preparation of the South Kings Groundwater Sustainability Agency's (GSA) Communications & Engagement Plan. 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

Under SGMA, GSAs must consider the interests of all beneficial uses and users of groundwater within the subbasin. It is critical to groundwater sustainability plan (GSP) development to give stakeholders within the South Kings GSA's boundary an opportunity to provide input and voice their concerns during the GSP development, public review and implementation phases. Developing and implementing a Communications & Engagement (C&E) Plan for South Kings GSA will unify the messages of the GSA board and committee members regarding the GSP, identify the key audiences for communication and education opportunities and how to specifically engage those stakeholders, and outline a timeline for outreach efforts.

The C&E will also serve as a basis for the required section of the GSP that documents the opportunities for engagement and involvement put forth by the South Kings GSA to engage the diverse social, cultural, and economic elements of the sub-basin population.

### Scope of Services

Our proposed scope of work for this project is segregated into the phases described below.

#### Phase OUT

#### Research and Facilitation for GSA-Specific Information

The Public Outreach Coordinator will work with the South Kings GSA Board of Directors, GSA management and committees to gather key components essential to a thorough C&E Plan.

Existing documents available from the South Kings GSA portal and board meeting minutes will be reviewed for components that may have already been discussed and will be beneficial to the development of the C&E Plan. The primary and secondary stakeholders (as identified in SGMA) and public agencies are already thoroughly discussed in the GSA's "Notice of the South Kings Groundwater Sustainability Agency's Election to Become a GSA for a Portion of the Kings Subbasin," dated June 2, 2017, and will be the basis for stakeholder engagement.

In addition, the Public Outreach Coordinator will facilitate two discussions during board or committee meetings to identify and confirm:

- Identification of other community organizations or stakeholders within the South Kings GSA's boundary that will need to be engaged.
- Review DWR Stakeholder Survey questions, and brainstorm questions that are specific to the development of the South Kings GSA's GSP.
- Brainstorm key stakeholder issues, interests and challenges related to groundwater usage and SGMA implementation within the South Kings GSA boundary.

The research and specific discussions will allow for the Communication & Engagement Plan to be tailored to the needs of the South Kings GSA's stakeholders.

### Preparation of Communication & Engagement Plan

Provost & Pritchard will prepare a C&E Plan, which will incorporate the research and discussion, and will be written in accordance with the guidelines described in DWR's Final "Guidance Document for Groundwater Sustainability Plan, Stakeholder Communication and Engagement" (January 2018):

- I. Goals and Desired Outcomes
  - a. Description and Background of the South Kings GSA
  - b. Goals/Desired Outcomes of GSP Development
  - c. Communication Objectives to Support the GSP Development and Public Review
  - d. Overriding Concerns, Major Concerns or Challenges
- II. Audience Identification
  - a. Primary Stakeholders
  - b. Secondary Stakeholders
  - c. Communication Organizations, Public Agencies and Other Entities
  - d. Interested Persons List
- III. Audience Survey and Mapping
  - a. Stakeholder Survey to identify stakeholder issues, interests and challenges
  - b. "Lay of the Land" Overview to summarize issues, interests and challenges for review and incorporation into the GSP
- IV. Messages and Talking Points
  - a. Key Messages & Talking Points
  - b. Likely Questions or Issues and Responses

V. Venues for Engaging

- a. Director Stakeholder Outreach – Collaboration meetings, educational/outreach public meetings, printed communications, digital communication (email blasts), stakeholder surveys, media coverage

VI. Implementation Timeline

VII. Evaluation and Assessment

- a. Identify or outline measurable objectives
- b. Evaluation and Assessment Process Overview

### Approval of Communication & Engagement Plan & Future Updates

Once prepared, the C&E Plan will need to be formally adopted by the Board of Directors, and will function as a living document, to be updated as necessary throughout the GSP development, public review and implementation phases. The Public Outreach Coordinator will give a presentation to the Board of Directors to go over the essential elements of the C&E Plan, while giving them with an opportunity to provide public comments. Any comments received from the Board of Directors or other interested parties will be incorporated into the plan.

Because the GSP has not yet been written, key messages and talking points for the C&E Plan will be developed for the public review and implementation phases once the draft has come together. The Public Outreach Coordinator will work with the South Kings GSA Board of Directors, committees, and technical team to identify those key messages for presentations, fact sheets and other communication efforts, and revise the implementation timeline, and then update the C&E Plan accordingly.

This phase will also include tailoring the C&E Plan for the GSP, which will include writing summaries of communication and engagement efforts utilized.

### Time and Materials

Provost & Pritchard Consulting Group will perform the services in these phases 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, including any reimbursable expenses, will not exceed our estimate of \$10,000 without additional authorization.

Proposed Fee – South Kings GSA Communications & Engagement Plan	
Phase	Estimated Fee
Phase OUT: Communication & Engagement Plan	\$10,000

### Schedule

Once we are authorized to proceed, we can put together a schedule for the preparation for the C&E Plan that corresponds with scheduled Board of Directors and committee meetings.

## Additional Services

### Implementation of Communication and Outreach Efforts

Once the C&E Plan has been written and adopted, the Public Outreach Coordinator can begin outreach implementation. This will encompass scheduling outreach events and developing the materials described in the C&E, with input and approval from the Board of Directors, South Kings GSA committees, and management. Further discussion and approval can be discussed at a later date.

The cost estimate provided with this proposal is associated with the preparation of the Communications & Engagement Plan. The details for outreach implementation efforts for the GSP development, public review and implementation phases will be determined in the C&E Plan, and therefore a more accurate cost estimate for outreach implementation will need to be created then. Outreach implementation costs will include venue rental fees, development and printing of outreach materials, and associated labor.

### Terms & Conditions

This proposal is subject to the terms and conditions of the Professional Services Agreement between the South Kings Groundwater Sustainability Agency and Provost & Pritchard Consulting Group dated 3-1-2018. This proposal is valid for 60 days from the date above.

Respectfully,  
Provost & Pritchard Consulting Group



Ronald Samuelian, PE  
President



Trilby Barton  
Public Outreach Coordinator

May 29, 2018

## TASK ORDER No. PP-4, PP-5, PP-6

Phil Desatoff, Central Kings GSA  
Steve Stadler, James GSA  
Chad Wegley, Kings River East GSA  
Don Cameron, McMullin GSA  
Mark McKean, North Fork Kings GSA  
Gary Serrato, North Kings GSA  
Karnig Kazarian, South Kings GSA

### EMAILED

**Subject: Proposal for Kings Basin Coordination Tasks 5, 6 and 7**

Dear Sirs:

Provost and Pritchard Consulting Group (P&P) is pleased to submit this proposal to provide engineering services related to coordinated technical assistance within the Kings Groundwater Sub-basin (Kings Basin). The Kings Basin coordination effort has been ongoing for several months and the initial four tasks are nearing completion. The GSA representatives have identified three new tasks required under the Sustainable Groundwater Management Act regulations. Below is a scope of work based on our understanding of the services needed.

### **TASK 5 – CONFINED AQUIFER BOUNDARY FLOW ESTIMATION**

This task is intended to evaluate and provide initial estimates of groundwater flows in the lower (confined) aquifer between the Kings Basin and the neighboring basins. The methods used to estimate boundary flows in the confined aquifer will be the same methods used in estimating boundary flows in the unconfined aquifer. The proposed scope of work includes estimating current, i.e., over the selected hydrologic base period from 1998 to 2010, and historical confined groundwater flow between neighboring groundwater basins. Following is a detailed description of the proposed scope of work.

**Project Administration and Meetings.** This task includes coordinating and attending one meeting with technical representatives of each of the neighboring groundwater basins to understand data and methodology. Progress updates will be provided at each bi-weekly coordination meeting to solicit comments on the methodologies and results.

### **Well Construction Data Collection**

Well construction information will be collected from DWR and KRCD as available. This will include tabulation of well construction details as available for wells that have a history of water level measurements to determine if wells are perforated in the confined aquifer. A focused review of well completion reports for wells with water-level data within about 5 miles of the Kings Basin boundary would be performed. DWR has additional well construction information in their

well data sheets for wells they measure, and this task includes time to review these data for wells in the area if made available by DWR.

### **Hydrogeologic Data, Collection and Assemblage**

Specific capacity and transmissivity data will be gathered for the lower aquifer near the boundary of Westside Groundwater Basin and for the area along the south boundary of the Kings Basin, i.e., the Tulare Subbasin, and the Madera Groundwater Basin. Water-level measurements for lower aquifer wells near the boundaries will be used to prepare water-level elevation contours for representative wet, normal and dry years. A review of historical water level maps and water level gradients for the lower aquifer will be reviewed to allow for comparison to historic flow patterns. A review of previous estimates of lower aquifer flows from the USGS and other available technical studies will be performed.

### **Data Analysis**

Estimate lower aquifer groundwater flows between the groundwater basins that neighbor the Kings Basin. It is also anticipated that additional well construction data will be collected for wells in the upper aquifer adjacent to the Kings Basin. These data will be used, as available, to refine previous unconfined groundwater contours near the Kings Basin boundaries and update previous estimates of unconfined boundary flows.

### **Documentation of Results**

A technical memorandum documenting the findings from the overall task will be developed. The memorandum will include the groundwater elevation maps (lower aquifer and updated, expanded unconfined aquifer), map of the transmissivities used, and a map of the external flow segments along which the flow calculations were completed.

### **Neighboring Groundwater Basin Model Evaluation**

It is anticipated that during this work groundwater models being developed for the neighboring groundwater basins may have results (draft or final) available for evaluation. When these models become available to review, this task will include:

- Review of the water level maps, hydrogeologic parameters and assumptions used in developing the neighboring basins groundwater models related to boundary groundwater flows between basins, and
- Correspondence and coordination with neighboring basins to address major discrepancies in methodology, assumptions and hydrogeologic data used to calculate boundary flows

A summary technical memorandum of the findings will be prepared including an estimation of the boundary flow between subbasins for a representative wet, normal and dry year, as well as for the hydrologic base period if adequate data is available.

## **Task 6 – Data Management System**

This task includes initial development of a Data Management System (DMS) for the basin to utilize for collection of data and reporting. SGMA regulations require a common data management system to be utilized within the basin for reporting of data for the entire basin. Current Kings Basin coordination efforts have included the collection of well information and water level data throughout the basin. Development of the DMS will allow the data being utilized for calculations and reporting to be shared and more readily available to GSA representatives. Data within the DMS will be available to all GSAs within the Kings Basin,

subject to formal data sharing agreement within the Basin. Data from neighboring basins will also be included in the DMS, subject to the terms of data sharing agreements with neighboring basins.

P&P will work with Houston Engineering, Inc. (HEI) for development of the DMS. The software developed will be jointly owned by the GSAs.

### **DMS Definition and Development**

The DMS will be developed with four main functions:

- Support data entry or importing of well attributes, water levels and other associated information;
- Supporting searching and viewing of the information;
- Support creating a set of defined reports and charts that will work for GSP development and future basin reporting;
- Allow for expansion and modification to serve as the basin-wide DMS for annual reporting

The DMS will be a web based software solution. The software will be hosted on a cloud server managed by HEI. It is anticipated that the software utilized will be based on programming already developed by HEI for other Districts and GSAs. In order to define the requirements, three web-based meetings with HEI are included to review the existing functionality and define additional reporting and charting desired. P&P and HEI will work to identify the specific reporting requirements and functionality. A series of wireframes will be developed to communicate the specific needs of the basin for reporting. These wireframes will be reviewed with GSA representatives and confirmed.

Initial development will include:

- User based authentication system
- Data entry screens for wells
- Embedded GIS map
- Basic search and reporting
- Hydrograph generation
- Contour map viewing
- Custom reporting as determined during initial meetings

A beta version of the software will be made available for testing.

### **Testing, Revisions, Deployment**

Upon completion of the beta version, example data will be input into the DMS to provide a web-based demonstration. Testing will be conducted following the demonstration to allow for sample data input and testing by P&P and GSA representatives. P&P and the GSAs will submit a prioritized list of bugs, desired revisions or enhancements. HEI has budgeted 100 hours for iterations of software revisions and modifications. After completion of testing and final signoff by P&P and the GSAs, HEI will make the software active and provide a web-based training for uploading data.

The GSAs will then be responsible for uploading their own data into the DMS. The amount of data per GSA varies significantly, so data entry is the responsibility of each GSA and not a part

of this task. Data from the existing Kings Coordinated efforts, as well as additional years of water level data and well construction information will be loaded by each GSA or their technical representative. Validation and quality control of data uploaded will be conducted by P&P and HEI to ensure consistency and proper documentation. Contour mapping and storage change calculation information will be uploaded by P&P.

### **Hosting and Maintenance**

HEI will provide cloud hosting services for the software. Hosting will be provided at \$250 / month starting at the time of development. The estimate assumes hosting from July 1, 2018 thru June 30, 2019. After that time HEI will work with the GSAs to enter into a supplement hosting and maintenance agreement. HEI has also budgeted a block of 100 hours for server management, software maintenance and minor enhancements to be used from deployment thru June 30, 2019.

### **Assumptions:**

- All data uploaded to the DMS will be available to all GSAs in the basin, subject to formal agreements for data sharing between GSAs and neighboring basin GSAs.
- The amount of data per GSA varies significantly, so data entry is the responsibility of each GSA and not a part of this task.
- HEI has mutual ownership to the software code to market and sell to other organizations.
- The technology used to build the software will be based on HTML, JavaScript, Python and Postgresql.
- Any enhancements that require significant additional hours of development will be discussed and initially considered out of scope.

## **Task 7 – Water Budget Coordination**

SGMA regulations require development of a detailed water budget. The regulations state: “*an accounting and assessment of the total annual volume of groundwater and surface water entering and leaving the basin, including historical, current and projected water budget conditions, and the change in the volume of water stored. Water budget information shall be reported in tabular and graphical form.*” The water budget needs to be based on consistent methods throughout the Basin. The GSAs each desire to have their own water budget for their governing area in order to allow for monitoring and management in their respective areas.

This task does not include preparation of GSA unique water budgets. Preparation of the GSA specific water budgets in compliance with Section § 354.18 - Water Budgets of the California Code of Regulations Subchapter on Groundwater Sustainability Plans will be prepared by each GSAs technical consultant using a similar format, methodology and data period. Data collected and developed for each GSAs water budget will be shared, subject to an agreement for sharing of information within the Basin.

This task has been limited to coordination of water budget methodology and assumptions, consideration of regulations and model requirements and discussions with DWR regarding the progress of the water budget efforts to comply with the regulations.

### **Project Management and Meetings**

This task includes preparing for and attending Kings Coordination meetings with the seven GSAs. During these meetings status reports on the water budget will be provided. P&P will

also discuss important issues, and present draft and final results. It is assumed that the water balance is discussed, among several other items, at biweekly meetings for six months.

### **Comparison of Modeling Options**

A review of different water budget options and discussion of their pros and cons will be conducted. Each option will be evaluated with regards to cost, simplicity, transparency, accuracy, flexibility, required expertise, and data management capabilities.

The options that will be evaluated include the following:

1. Update the existing Kings Basin Integrated Water Flow Model
2. Develop a new numerical Groundwater Model
3. Utilize the fine or coarse-grid C2VSIM model developed by DWR
4. Develop an analytical water budget spreadsheet tool that utilizes databases, spreadsheets, GIS analysis and traditional calculations

The GSAs have already indicated a preference for an analytical spreadsheet tool. However, this task was identified to provide a fair comparison of options before a final decision is made. This task is included to solicit confirmation from DWR of the selected methodology.

The results of the analysis will be documented in a Water Budget Options Memorandum.

### **Establishment of Common Methodology and Assumptions**

Common methodology for water budget development, including nomenclature, assumptions, forecast requirements, and data sources will be identified and presented. These parameters will be reviewed and agreed to before initiation of water budget development.

### **Coordination with DWR**

P&P will meet with DWR to help verify that the selected water budget approach is acceptable. Up to two face-to-face meetings will be held with DWR staff to explain the proposed approach and ask questions on water budget requirements. GSA representatives will be invited to participate in these meetings if desired.

## **Schedule**

A proposed project schedule is shown below. It is assumed that work can begin in June 2018. It is estimated that the work can be completed in about 6 months. Status updates will be given at regular Kings Basin Coordination Meetings. Completion of Task 7 is dependent on individual GSAs completing their water budgets timely.

Task	Schedule
Task 5 Confined Aquifer Boundary Flow Estimation	June 2018 - Aug 2018
Task 6 Data Management System	July 2018 – Dec 2018
Task 7 Water Budget Coordination	June 2018 – Dec 2018

## **Payment Terms**

This work is subject to the terms and conditions of the Consulting Services Agreement previously agreed to with each GSA. Payment for the work would be on a time and materials

basis. The total estimated cost for the . A breakdown of costs by task is shown in the Table below. Invoices will be prepared and submitted monthly. P&P's engagement is a joint engagement by the GSAs listed above. P&P will separately bill each GSA the amount due each month, with the understanding that the entire amount of each invoice is due from the group.

Task	Budget
Task 5 Confined Aquifer Boundary Flow Estimation	\$45,000
Task 6 Data Management System	\$135,000
Task 7 Water Budget Coordination	\$65,000

The cost for these tasks will be split equally amongst the seven GSAs.

Thank you for the opportunity to propose on this work. Please call me at 559-449-2700 if you have any questions or comments. We are certainly open to discussing any concerns related to the scope of work, budget, or schedule. We look forward to hearing from you.

Sincerely Yours,



Ronald J. Samuelian, PE  
Principal Engineer

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**MEMORANDUM**

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**TO:** CHAIR & BOARD MEMBERS  
**FROM:** DAVID PETERS, PE  
**SUBJECT:** FY 2018-19 OPERATING BUDGET  
**DATE:** JUNE 1, 2018

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REQUESTED ACTION

Approve the operating budget for FY 2018-19.

DISCUSSION / RECOMMENDATION

In FY 2017-18 a multi-year budget was developed to fund GSA operations through completion of the Groundwater Sustainability Plan (GSP) in FY 2019-20.

Staff recommends adopting the FY 2018-19 operating budget to fund operations through the fiscal year.

ATTACHMENTS

1. FY 2018-19 Operating Budget

**South Kings GSA  
Budget FY 2018-2020**

**Revenues**

<b>Account</b>	<b>Account Description</b>	<b>GSA Description</b>	<b>FY 17/18</b>	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>TOTAL</b>
New	Agency Contributions	Contribution to GSA	265,000	26,000	190,000	481,000
New	Grants	Prop 1 Grant Funding	-	214,000		214,000
<b>Total Revenue</b>			<b>265,000</b>	<b>240,000</b>	<b>190,000</b>	<b>695,000</b>

**Expenses**

6920	Fees and Filings	JPA/GSA Formation & Filing	25,000	-	-	25,000
6290	Professional Services	Prepare Groundwater Sustainability Plan (GSP)	150,000	150,000	150,000	450,000
New	Agency Coordination	GSP Coordination	75,000	75,000	25,000	175,000
New	Agency Administration	Administrative Expenses	15,000	15,000	15,000	45,000
<b>Total Expenses</b>			<b>265,000</b>	<b>240,000</b>	<b>190,000</b>	<b>695,000</b>