

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

PARLIER CITY HALL
1100 E Parlier Ave
Parlier, CA 93648

WEDNESDAY, JULY 11, 2018

6:00 PM

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City of Sanger Council Chambers or to otherwise participate at this meeting, including auxiliary aids or services, please contact Parlier City Clerk Becky Hernandez (559) 876-6300 Ext. 1350 or bhernandez@ci.sanger.ca.us. Notification at least 48 hours prior to the meeting will enable the GSA 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 June 4, 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 Agreement with Peters Engineering Group and authorize Chairman to execute agreement on behalf of SKGSA – Report by David Peters
- 8. Secretary's Report
 - A. Negotiations with CID - Oral Report by David Peters
 - B. Announce time and place for next meeting.
- 9. Board Member Comments
- 10. Adjournment

SKJPA BOARD OF DIRECTORS

MEETING MINUTES

Del Rey Community Services District
10649 E Morro Ave
Del Rey, CA 93616

Monday, June 4, 2018
6:00pm

Chairman Kazarian called the meeting to order at 6:04 pm.

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

Board Members Absent: Rodriguez

Staff Present: David Peters, Michael Linden

The Flag Salute was led by Member Chapa.

PUBLIC PRESENTATIONS

None

CONSENT CALENDAR

Member Blayney made a motion to approve the minutes for February 12, 2018 seconded by Member Chapa. The motion carried with a unanimous voice vote of all other members present.

COMMITTEE REPORTS

Technical Advisory Committee Update – Mr. Josh Rogers notes that meetings have been changed from monthly to bi-monthly. Last meeting included a brief discussion about Prop 218 election for rates taking place in Central, North Fork, McMullin GSAs. North Fork GSA, Kings River East GSA, and James GSA are currently working on GSP development, with North Kings GSA being about 40% complete. The GSP completion date of January of 2019 has not changed. Memorandum of agreement (Item B) was discussed. No final alternative chosen, but likely to be chosen is a combination of storage change calculated for physical boundary of each GSA and a credit, or reduction, given for groundwater flows to and from neighboring GSAs, and based on historical data going back to 1925. Based on alternative 4, majority of storage change responsibility lies numbers wise in south and southwest Kings Basin. Alternative 4 numbers: 10% of storage change would be a combination of Central and South Kings GSAs together. Also discussed at meetings, next tasks coordinated effort for Provost & Pritchard. Talk about giving sustainable management criteria, requirement to use same criteria within entire Basin.

GENERAL ITEMS:

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

Defer item to next meeting

- 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*

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

- C. *Approve Task Order No. PP-3, Communications & Engagement Plan for the South Kings GSA, with Provost & Pritchard Consulting Group – Report by David Peters*

After brief discussion, including a question from Mariah Thompson with California Rural Legal Assistance, Member Blayney made a motion to approve the item which was seconded by Member Ramirez. The item passed by unanimous vote.

- D. *Approve Task Order No. PP-4, PP-5 and PP-6, Kings Basin Coordination, with Provost & Pritchard Consulting Group – Report by David Peters*

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

- E. *Adopt the 2018/19 budget – Report by David Peters*

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

- F. *Groundwater Sustainability Plan Update – Report by David Peters*

Mr. Ronnie Samuelian provided an update on the status of the GSP and outlined benefits of the current agreement. Provost & Pritchard also works with CID and Central GSA. A primary driver in formation of the GSA is the amount of overdraft neighboring areas are responsible for and what to do to mitigate that. Current cost is about \$130 per acre-foot for the amount that is pumped, compared to \$100-\$160 to construct a recharge basin. Other costs associated with constructing a recharge basin are purchasing the land and the excavation costs. The \$100-160 price tag also does not include conveyance to the facilities and the supply. Current 1-year Kings River deals are about \$200-500 per acre-foot of water. SGMA is encouraging going after floodwater, which is in very high demand. Biggest part of GSP formation seems to be if both CID and each agency is happy with the agreement, or if agreement renegotiations are necessary.

Mr. Peters stated that we are looking at the agreements as the backbone of the GSP. Another component is the possibility of some GSA driven recharge projects. It is important to discuss issues, such as recharge credits for projects that are built, with CID. GSA is looking for board direction to meet with CID to discuss the issues at hand. The goal is long term stability within the agreements to develop and adopt the GSP.

Member Blayney is skeptical of negotiations because of Kingsburg's history with CID. Member Chapa has similar experience with CID, but is open to negotiations with CID as long as there is also a backup plan.

SECRETARY'S REPORT

A. Mr. Peters reported that the SKGSA website is up and running. Chair Kazarian mentions GSA website graphics overlap text on some pages.

B. Mr. Peters reminds board members and alternates to submit Form 700 to him with original signature.

C. Next meeting set for July 11 at 6:00pm, location changing from Fowler to Parlier. Member Blayney will not be available, but will send Mr. Alex Henderson as his alternate.

BOARD MEMBER COMMENTS

No comments

ADJOURNMENT

Having no further business Chair Kazarian adjourned the meeting. The meeting adjourned at 7:04pm pm.

MEMORANDUM

TO: CHAIR & BOARD MEMBERS
FROM: DAVID PETERS, P.E.
SUBJECT: CHAIRPERSON AUTHORIZATIONS OF TASK ORDERS NOT EXCEEDING \$25,000.
DATE: JULY 6, 2018

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 11th day of July, 2018 by the following vote:

AYES, and all in favor, thereof, Directors:

NOES, Directors:

ABSENT, Directors:

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: _____

MEMORANDUM

TO: CHAIR & BOARD MEMBERS
FROM: DAVID PETERS, P.E.
SUBJECT: APPROVE AGREEMENT WITH PETERS ENGINEERING GROUP
TO SERVE AS SECRETARY OF THE SKGSA
DATE: JULY 6, 2018

REQUESTED ACTION

Approve the Standard Agreement with Peters Engineering Group to serve as Secretary for SKGSA.

DISCUSSION / RECOMMENDATION

Peters Engineering Group, and David Peters, was appointed as Secretary of the South Kings GSA to provide services that include the preparation of meeting minutes, meeting agendas, and general secretary duties for the GSA.

Staff is recommending the approval of the Standard Agreement with Peters Engineering Group.

ATTACHMENTS

1. Standard Agreement by Peters Engineering Group

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into on the ____ day of _____, 20 ____, by and between

“CLIENT”	“CONSULTANT”
South Kings GSA 128 5 th Street Fowler, CA 93625	Peters Engineering Group A California Corporation 952 Pollasky Avenue Clovis, California 93612

as follows:

CLIENT engages CONSULTANT to perform professional services for South Kings GSA.

CLIENT and CONSULTANT, for mutual consideration, agree as follows:

1. **Scope of Services.** CONSULTANT agrees to serve as the Secretary of the SKGSA and provide preparation of meeting minutes, meeting agendas, and other professional services as requested for CLIENT in connection with the South Kings GSA.
2. **Compensation.**
 - a. **Fees.** CLIENT agrees to pay CONSULTANT as compensation for its services in accordance with the Hourly Rate Schedule attached hereto and incorporated by this reference as Exhibit “A.” Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Should CLIENT dispute in good faith any portion of an invoice, CLIENT shall pay the undisputed portion as provided herein. Interest of 1% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within thirty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorneys’ fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.
 - b. **Retention.** If any portion of CONSULTANT’S fee is held in retention, such amount shall be released within thirty days after completion of the corresponding services. Interest shall be paid on all retention amounts at the rate of 1% per month from the date retained.
3. **Standard of Care.** In the performance of its professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of CONSULTANT’S proposals, contracts or reports. CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by CLIENT or others without independent review or evaluation unless provided otherwise. CONSULTANT shall perform its services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this agreement. If any changes occur in such laws, rules, regulations or standards that materially affect the scope of work or schedule of this agreement, CONSULTANT’S compensation shall be renegotiated accordingly.
5. **Limitation of Liability.** In recognition of the relative risks and benefits of the South Kings GSA to the parties, CLIENT agrees to limit CONSULTANT’S liability for damages to CLIENT arising out of services performed hereunder to a sum not to exceed \$10,000 or CONSULTANT’S fee, whichever is greater.

6. **Instruments of Service.** All tracings, survey notes, machine-readable information and data (“CADD data”) and other original documents are instruments of service and shall remain the property of CONSULTANT, except where by law or precedent these documents become public property.
7. **Reuse of Documents.** Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this agreement are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the South Kings GSA or on any other project.
8. **Fees and Permits.** CLIENT shall pay the cost of all fees, permits, bond premiums, title company charges, blueprints and reproductions in connection with the South Kings GSA and CONSULTANT’S services hereunder.
9. **Termination of Agreement.** In the event CLIENT fails to pay CONSULTANT within thirty days after an invoice is rendered, then CLIENT agrees that CONSULTANT shall have the right to consider said default a total breach of this agreement and the duties of CONSULTANT under this agreement terminated upon five days’ written notice.
10. **Other Agreements.** There are no understandings or agreements except as herein expressly stated. Any purchase order issued by CLIENT for the services to be provided hereunder shall be deemed to have been issued for its own purchasing, accounting and other record-keeping purposes only and shall not be deemed to be a part of this agreement or to modify or amend this agreement in any way.
11. **Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the state of California.
13. **Responsible Charge.** The engineering work related to this project will be prepared under the responsible charge of the following registered Civil Engineer in the State of California: David Peters, RCE 52685.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

“CONSULTANT”

“CLIENT”

Peters Engineering Group

South Kings GSA

By: David Peters

By: _____

Title: President

Title: _____



PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

EXHIBIT "A"

HOURLY RATE SCHEDULE
(Effective 1/1/18 to 12/31/18)

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$180/hr
Senior Civil Engineer	\$165/hr
Civil Engineer	\$130/hr
Land Surveyor	\$120/hr
Staff Engineer	\$115/hr
Draftsperson/Technician/Inspector	\$90/hr
Clerical	\$68/hr
Robotic Total Station	\$35/hr
Litigation Support	\$350/hr

REIMBURSABLES SCHEDULE
(Effective 1/1/18 to 12/31/18)

<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	\$0.64/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.