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

Kingsburg City Hall
1401 Draper Street
Kingsburg, CA 93631

Wednesday December 12, 2018

6:00 PM

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City of Kingsburg Council Chambers or to otherwise participate at this meeting, including auxiliary aids or services, please contact Kingsburg City Clerk Abigail Palsgaard (559) 897-5821 or apalsgaard@cityofkingsburg-ca.gov. 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 October 10, 2018 meeting.

6. Committee Reports
   A. Kings Coordinated Technical Meetings – Oral Report by Josh Rogers – SKGSA TAC Chair
7. General Items
   A. Approve grant sub agreement with North Fork Kings GSA for the DWR GSP Preparation Grant – Report by David Peters
   B. Approve Kings Basin Coordination Task 8-10 – Report by David Peters

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C. Approve GSP Preparation Scope of Work for Provost & Pritchard – Report by David Peters

D. Approve Advisory Committee Guidelines – Oral report by David Peters

8. Secretary's Report

   A. Announce time and place for next meeting.

9. Board Member Comments

10. Adjournment

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SKJPA BOARD OF DIRECTORS

MEETING MINUTES

Fowler City Hall
128 S. Fifth Street
Fowler, CA 93625

Wednesday October 10, 2018

6:00 PM

Chairman Kazarian called the meeting to order at 6:02 pm.

Board Members Present: Chairman Kazarian, Blayney, Pimentel, Ramirez, Gonzales

Board Members Absent:

Staff Present: David Peters, Michael Linden

The Flag Salute was led by Member Blayney.

PUBLIC PRESENTATIONS

None

CONSENT CALENDAR

Member Pimentel made a motion to approve the minutes for July 11, 2018 seconded by Member Gonzales. The motion carried with a unanimous voice vote of all other members present.

COMMITTEE REPORTS

Technical Advisory Committee Update – TTC Chair Josh Rogers provided the following updates"

a) DWR Grant Agreement – DWR should issue the grant and GSA's in the basin will need to approve a grant agreement with North Kings GSA.
b) The Kings basin Co-OP agreement is moving forward which will include data sharing and dispute resolution provisions.
c) The Coordinated Group is developing a Data Management System
d) Preliminary estimates for the joint Central/South GSA's has been determined to be approximately 4,500 AF.
e) CID Prop 218 election is scheduled for Nov 13th.
f) P&P will present a proposal to the coordinated group to develop sustainable management criteria for all GSA's.

GENERAL ITEMS:

A. *Consider amending JPA agreement to authorize Chairman to approve Task Orders not exceeding $25,000*

Motion was made by member Pimentel and seconded by Member Gonzales to approve. The item passed by unanimous vote.

B. *Adopt the Community Engagement and Communications Plan dated October 2018 prepared by Provost & Pritchard.*

Trilby Barton presented the plan. A motion was made by member Pimentel and seconded by Member Gonzales to adopt the plan. The item passed by unanimous vote.

C. *Discussion/staff direction regarding formation of Advisory Committee*

After discussion, staff was directed to develop guidelines and begin formation of the Advisory Committee.

D. *Discussion/staff direction regarding Stakeholder Survey*

After discussion, staff was directed to post the Stakeholder Survey on the GSA website.

E. *Provide staff direction regarding submission of an opposition letter regarding Semitropic Water Storage District's (Semitropic) application to export Kings River waters*

After discussion, staff was directed to submit the opposition letter.

SECRETARY'S REPORT

A. *Negotiations with CID - Oral Report by David Peters*

Mr. Peters reported that negotiations with CID regarding a water purchase agreement were ongoing.

B. *Announce time and place for next meeting.*

Tentative schedule for next meeting is Nov 14th in Kingsburg.

BOARD MEMBER COMMENTS

None

ADJOURNMENT

Having no further business Chair Kazarian adjourned at 6:46 pm.

MEMORANDUM

TO: CHAIR & BOARD MEMBERS

FROM: DAVID PETERS, P.E.

SUBJECT: SUBAGREEMENT WITH NFKGSA FOR DWR GSP PREPARATION GRANT

DATE: DECEMBER 7, 2018

REQUESTED ACTION

Authorize the Board Chairman to enter into the Subagreement with North Fork Kings GSA.

DISCUSSION / RECOMMENDATION

North Fork Kings has contracted with DWR for the $1.5M GSP Preparation Grant that will be split equally amongst the 7 Kings Basin GSAs ($214K each). A grant sub agreement between NFKGSA and the other GSA's is required before South Kings can submit for cost reimbursement.

ATTACHMENTS

1. Subagreement with NFKGSA

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA

(DEPARTMENT OF WATER RESOURCES) AND

NORTH FORK KINGS GROUNDWATER SUSTAINABILITY AGENCY

AGREEMENT NUMBER 4600012694

2017 PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or “DWR” and the North Fork Kings Groundwater Sustainability Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist the Grantee in financing the planning and/or selected project activities (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP), or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A, will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to the Department of Water Resources as required by the Sustainable Groundwater Management Act and implementing regulations.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed in accordance with the Schedule as set forth in Exhibit C.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $1,500,000.

4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-State funds) of not less than 50 percent of the Total Project Cost. The cost share requirement for projects benefiting a Severely Disadvantaged Community (SDAC), Disadvantaged Community (DAC), or an Economically Distressed Areas (EDA) may be waived or reduced. The Grantee agrees to provide a Local Cost Share (non-State funds) for the amount as documented in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.

5) BASIC CONDITIONS. The State shall have no obligation to disburse money for a project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

    1. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.

    2. The Grantee must demonstrate compliance with all relevant eligibility criteria as set forth on pages 7 and 8 of the 2015 Grant Program Guidelines for the SGWP Grant Program.

    3. For the term of this Grant Agreement, the Grantee submits timely reports and all other deliverables as required by Paragraph 16, “Submission of Reports” and Exhibit A.

6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any

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and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2017, but before April 30, 2020, shall be eligible for reimbursement.

   Costs that are not eligible for reimbursement with State funds cannot be counted as Cost Share. Costs that are not eligible for reimbursement include, but are not limited to, the following items:

   1. Costs, other than those noted above, incurred prior to the award date of this Grant.
   2. Costs for preparing and filing a grant application belonging to another solicitation.
   3. Operation and maintenance costs, including post construction performance and monitoring costs.
   4. Purchase of equipment that is not an integral part of a project.
   5. Establishing a reserve fund.
   6. Purchase of water supply.
   7. Monitoring and assessment costs for efforts required after project construction is complete.
   8. Replacement of existing funding sources for ongoing programs.
   9. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
   10. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
   11. Overhead and indirect costs. “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee’s organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8) METHOD OF PAYMENT FOR REIMBURSEMENT. After the disbursement requirements in Paragraph 5 “Basic Conditions” are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a “wet signature” invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, “Submission of Reports.” Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

   Invoices submitted by the Grantee shall include the following information:

1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
   a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
   b. Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
   c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
   d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
   e. Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the address listed in Paragraph 23, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Exhibit D and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

9) ADVANCED PAYMENT. Water Code Section 10551 authorizes advance payment by the State for projects included and implemented in an applicable integrated regional water management plan, and when the project proponent is a nonprofit organization; a DAC; or the project benefits a DAC. If the project is awarded less than $1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive advance payment. The Advanced Payment Request must contain the following:

   1. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
   2. If the Local Project Sponsor is requesting the advanced payment, the request must include:
      a. A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution (i.e., for what, how much, and when)

b. A discussion of the Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended, and include an "Audited Financial Statement Summary Form" specific to the DAC.

3. If a Local Project Sponsor is requesting advanced payment, the Grantee shall also submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State Project Manager with "wet signature" and date of the Grantee's Project Representative, as indicated in Paragraph 23, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and subject to the availability of funds, the State will authorize payment of the advanced funds sought of up to 50% of the grant award for the qualified project(s). The Advanced Payment Form Invoice shall be submitted on forms provided by the State and shall meet the following format requirements:

   a. Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.

   b. Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.

   c. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports."

4. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:

   a. An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.

   b. A funding plan which shows how the remaining advanced funds will be expended.

   c. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.

   d. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

5. Once the Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8, "Method of Payment for Reimbursement.", and any remaining requirements of Paragraph 5, "Basic Conditions."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

1. A project is not being implemented in accordance with the provisions of the Grant Agreement.
2. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
3. Repayment amounts may also include:
    a. Advance funds which have not been expended within 18 months of the Grant Agreement's execution.
    b. Actual costs incurred are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
    c. At the completion of the project, the funds have not been expended.

For conditions 10) 3.a. and 10) 3.b., repayment may consist of deducting the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

1. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
2. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
3. Failure to operate or maintain project in accordance with this Grant Agreement.
4. Failure to make any remittance required by this Grant Agreement.
5. Failure to comply with Labor Compliance Plan requirements.
6. Failure to submit timely progress reports.
7. Failure to routinely invoice the State.
8. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

9. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
10. Terminate any obligation to make future payments to the Grantee.
11. Terminate the Grant Agreement.
12. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

1. An urban water supplier that receives grant funds pursuant to this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) by doing the following:
    a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed and DWR deems the UWMP consistent. For more information, visit the following website: https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans.
    b. All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim gallons per capita per day (GPCD) target. If not meeting the interim target, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
2. An agricultural water supplier receiving grant funding must:
    a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
    b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website: https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency.
3. The Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
4. If applicable, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.

5. Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code Section 10932 and the CASGEM Program.

14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. The Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to the State.

15) RELATIONSHIP OF PARTIES. If applicable, the Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.

16) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager, and shall be submitted via Department of Water Resources (DWR) "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

1. Progress Reports: The Grantee shall submit Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the agreement, with future reports then due on successive three-month increments based on the invoicing schedule and this date.
2. Groundwater Sustainability Plan: The Grantee shall submit a Final Groundwater Sustainability Plan (GSP) to DWR by the date as specified per SGMA. The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
3. Coordination Agreement: The Grantee shall provide the State a copy of the executed Coordination Agreement, and any and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code Section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
4. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an Advanced Payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
5. Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each project or component included in Exhibit A. The Grantee shall submit a Completion Report within ninety (90) calendar days of project/component completion. Each Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a

final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.

6. Grant Completion Report: Upon completion of the Project included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final component or project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.

17) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects (pertinent to Implementation Projects) and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

18) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

19) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

1. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to

provide the State the opportunity to participate in the inspection.

20) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

1. By delivery in person.
2. By certified U.S. mail, return receipt requested, postage prepaid.
3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
4. By electronic means.
5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

21) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

22) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Chief, Division of IRWM
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

North Fork Kings Groundwater Sustainability Agency

Mark McKean
Chairman
4886 E Jensen Ave
Fresno, CA 93725
Phone: (559) 237-5567
Email: markmckeanfarms@gmail.com

Direct all inquiries to the Project Manager:

Department of Water Resources

Michael McGinnis
Engineer, WR
Division of IRWM
3374 E Shields Ave
Fresno, CA 93726-6913
Phone: (559) 230-3326
Email: Michael.McGinnis@water.ca.gov

Kings River Conservation District

Soua Lee
Resource Analyst I
4886 E Jensen Ave
Fresno, CA 93725
Phone: (559) 237-5567
Email: slee@krcd.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

23) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Grantee Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for Grantees

Exhibit I – Local Project Sponsors

Exhibit J – Project Location

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

_____

Arthur Hinojosa, Chief
Division of Integrated Regional Water Management

Date_____

North Fork Kings Groundwater Sustainability Agency

_____

Mark McKean
Chairman

Date_____

Approved as to Legal Form and Sufficiency

_____

Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date_____

EXHIBIT A
WORK PLAN

Project Title: Kings Basin Groundwater Sustainability Plans

Project Description: The Project consists of the development of seven Groundwater Sustainability Plans (GSPs) in the Kings Groundwater Subbasin (Kings Subbasin). There are seven groundwater sustainability agencies (GSAs) within the Kings Subbasin (Central Kings GSA, James GSA, Kings River East GSA, McMullin Area GSA, North Fork Kings GSA, North Kings GSA, and South Kings GSA). Each GSA will prepare a GSP for their area. The seven GSAs will use a common outline for each of the GSPs.

COMPONENT 1: Grant Administration

The North Fork Kings GSA will manage and administer the grant component as follows. Prepare and submit invoices to DWR, track task progress and schedule, and manage contracts and budgets associated with the Grant Agreement. Administer and track contracts with consultants or other agencies that are necessary to complete tasks in the Work Plan and compile the required invoice back-up information. Conduct administrative responsibilities associated with the Project such as coordinating with partnering agencies and managing consultants/contractors including set up of conference calls/meetings as needed.

Compile quarterly Progress Reports and invoices for submittal to DWR. Progress Reports will be prepared in accordance with Exhibit F. Invoices will include backup documentation. Backup documentation will be collected and organized by component and category, along with a summary Excel compatible document detailing contents of the backup documentation.

Prepare draft Grant Completion Report and submit to DWR for Project Manager's comment and review no later than 90-days after work completion. Prepare a Final Report addressing the DWR Project Manager's comments and submit to DWR in accordance with the provisions of Exhibit F.

Deliverables

- Executed Grant Agreement and amendment(s) (if necessary)
- Environmental Information Form (EIF)
- Invoices and associated backup documentation
- Project Progress Reports
- Draft and Final Grant Completion Report

COMPONENT 2: Central Kings GSP Development

The Central Kings GSA will complete the work identified in Component 2.

Category (a): Stakeholder Engagement

Prepare a draft GSP with stakeholder input. Engage stakeholders with a variety of public outreach methods which might include various methods such as websites, interested party lists, GSA Board meetings, Stakeholder meetings, educational materials, newspaper notices, and social media. Outreach will be used to inform Stakeholders of project progress, solicit input and disseminate the Draft GSP.

Form GSP committees as needed to promote and increase diverse stakeholder participation in GSP development. Committees will provide present status updates and a summary of findings at regular GSA Board meetings. Meeting minutes will be available on the GSA's website, as well as most other public outreach materials.

Deliverables:

- Educational and outreach materials (these may include meeting notes, agendas, public notices, online publicly available materials, etc.)

Category (b): GSP Development

Prepare GSP by completing tasks as described below.

Task 1: Create Executive Summary

Prepare an Executive Summary which will summarize the main topics, findings, new policies, and proposed solutions in the GSP. The summary will be written in a format that can be easily understood by a non-technical audience.

Deliverables:

- Draft GSP section for Executive Summary

Task 2: Create Introduction

Create an Introduction that will cover several topics that may include the following: the purpose of the GSP, summary of sustainability goals, description of the GSA, and organization of the GSP.

Deliverables:

- Draft GSP section for Introduction

Task 3: Describe Plan Area

Prepare a Plan Area section which will communicate adequate background information on the GSP which could include: area, geography, land use, land use policies, existing water supply infrastructure, existing water management programs, and public outreach efforts. Illustrate these topics with maps and/or graphics if needed.

Deliverables:

- Draft GSP section for Plan Area

Task 4: Describe Basin Setting

Produce a Basin Setting section that will document technical and geologic characteristics of the GSA area within the Kings subbasin. The main topics addressed may include the Hydrogeologic Conceptual Model, Current and Historical Groundwater Conditions, Water Budget, and Management Areas.

Deliverables:

- Draft GSP section for Basin Setting

Task 5: Describe Monitoring Network

Create a Monitoring Network section to describe current and future monitoring plans for groundwater levels, groundwater storage, groundwater quality, land subsidence and surface-groundwater interconnections. Evaluate the adequacy and scientific basis for the current monitoring network and establish a plan for improving it if necessary. Future monitoring plans may also include sites outside of the GSA or Kings Subbasin so that boundary conditions can be more accurately evaluated.

Deliverables:

- Draft GSP section for Monitoring Network

Task 6: Identify Sustainable Management Criteria

Create a Sustainable Management Criteria section that addresses at least the following: Sustainability Goals, Measurable Objectives, Minimum Thresholds and Undesirable Results. These criteria will be developed considering a variety of alternatives and methods with significant input from member agencies and stakeholders.

Deliverables:

- Draft GSP section for Sustainable Management Criteria

Task 7: Identify Project and Management Actions

Produce a Project and Management Actions section that will identify a list of projects and water management programs that may be used to meet the objectives and goals discussed in the Sustainable Management Criteria section. A detailed explanation of each project and program will be prepared, along with an estimate of benefits, regulatory requirements, and implementation and anticipated completion schedule.

Deliverables:

- Draft GSP section for Plan Project and Management Actions

Task 8: Prepare Plan Implementation

Prepare a Plan Implementation section that will address GSP implementation costs, funding alternatives, and an implementation schedule including dates for completion of projects and management actions. This section will discuss Annual Reporting with an outline for proposed annual reports. It will also report how periodic evaluations of the water budget, new policies, and sustainability criteria will be conducted.

Deliverables:

- Draft GSP section for Plan Implementation

Task 9: List References

Prepare a References section which lists the references used in the development of the GSP.

Deliverables:

- Draft GSP section for References

Task 10: Develop Appendices and Supporting Material

Develop an Appendices section with a copy of the Coordination Agreement with other GSAs and which may also include supporting materials, relevant studies, modelling results, and other documents.

Deliverables:

- Draft GSP section for Appendices and Supporting Material

Task 11: Prepare Draft GSP

After all the Draft Sections are finalized, compile a complete Draft GSP for review and comment by the GSA and Technical Committees. After completion, present a summary of the Draft GSP at one or more meetings which will be open to all stakeholders. At the meeting(s), distribute copies of the Draft GSP and initiate an appropriate comment period for the Draft GSP.

Deliverables:

- Draft GSP

Task 12: Create Final GSP

After the Draft GSP is distributed to the public for comment and the comments are collected, they will be reviewed before preparing the Final GSP. Present the Final GSP with any updates to the GSA's Board of

Directors for approval at a scheduled Board meeting. Once approved, submit the Final GSP to DWR using the formal process defined by DWR.

Deliverables:

- Electronic version (.pdf format) of Draft and Final GSP, including appendices
- Printed copies of the Final GSP

COMPONENT 3: James GSP Development

The James GSA will complete the work identified in Component 3.

Category (a): Stakeholder Engagement

Prepare a draft GSP with stakeholder input. Engage stakeholders with a variety of public outreach methods which might include various methods such as websites, interested party lists, GSA Board meetings, Stakeholder meetings, educational materials, newspaper notices, and social media. Outreach will be used to inform Stakeholders of project progress, solicit input and disseminate the Draft GSP.

Form GSP committees as needed to promote and increase diverse stakeholder participation in GSP development. Committees will provide present status updates and a summary of findings at regular GSA Board meetings. Meeting minutes will be available on the GSA's website, as well as most other public outreach materials.

Deliverables:

- Educational and outreach materials (these may include meeting notes, agendas, public notices, online publicly available materials, etc.)

Category (b): GSP Development

Prepare GSP by completing tasks as described below.

Task 1: Create Executive Summary
Prepare an Executive Summary which will summarize the main topics, findings, new policies, and proposed solutions in the GSP. The summary will be written in a format that can be easily understood by a non-technical audience.

Deliverables:

- Draft GSP section for Executive Summary

Task 2: Create Introduction
Create an Introduction that will cover several topics that may include the following: the purpose of the GSP, summary of sustainability goals, description of the GSA, and organization of the GSP.

Deliverables:

- Draft GSP section for Introduction

Task 3: Describe Plan Area
Prepare a Plan Area section which will communicate adequate background information on the GSP which could include: area, geography, land use, land use policies, existing water supply infrastructure, existing water management programs, and public outreach efforts. Illustrate these topics with maps and/or graphics if needed.

Deliverables:

- Draft GSP section for Plan Area

Task 4: Describe Basin Setting
Produce a Basin Setting section that will document technical and geologic characteristics of the GSA area within the Kings subbasin. The main topics addressed may include the Hydrogeologic Conceptual Model, Current and Historical Groundwater Conditions, Water Budget, and Management Areas.

Deliverables:
- Draft GSP section for Basin Setting

Task 5: Describe Monitoring Network
Create a Monitoring Network section to describe current and future monitoring plans for groundwater levels, groundwater storage, groundwater quality, land subsidence and surface-groundwater interconnections. Evaluate the adequacy and scientific basis for the current monitoring network and establish a plan for improving it if necessary. Future monitoring plans may also include sites outside of the GSA or Kings Subbasin so that boundary conditions can be more accurately evaluated.

Deliverables:
- Draft GSP section for Monitoring Network

Task 6: Identify Sustainable Management Criteria
Create a Sustainable Management Criteria section that addresses at least the following: Sustainability Goals, Measurable Objectives, Minimum Thresholds and Undesirable Results. These criteria will be developed considering a variety of alternatives and methods with significant input from member agencies and stakeholders.

Deliverables:
- Draft GSP section for Sustainable Management Criteria

Task 7: Identify Project and Management Actions
Produce a Project and Management Actions section that will identify a list of projects and water management programs that may be used to meet the objectives and goals discussed in the Sustainable Management Criteria section. A detailed explanation of each project and program will be prepared, along with an estimate of benefits, regulatory requirements, and implementation and anticipated completion schedule.

Deliverables:
- Draft GSP section for Plan Project and Management Actions

Task 8: Prepare Plan Implementation
Prepare a Plan Implementation section that will address GSP implementation costs, funding alternatives, and an implementation schedule including dates for completion of projects and management actions. This section will discuss Annual Reporting with an outline for proposed annual reports. It will also report how periodic evaluations of the water budget, new policies, and sustainability criteria will be conducted.

Deliverables:
- Draft GSP section for Plan Implementation

Task 9: List References
Prepare a References section which lists the references used in the development of the GSP.

Deliverables:
- Draft GSP section for References

Task 10: Develop Appendices and Supporting Material
Develop an Appendices section with a copy of the Coordination Agreement with other GSAs and which may also include supporting materials, relevant studies, modelling results, and other documents.

Deliverables:
- Draft GSP section for Appendices and Supporting Material

Task 11: Prepare Draft GSP
After all the Draft Sections are finalized, compile a complete Draft GSP for review and comment by the GSA and Technical Committees. After completion, present a summary of the Draft GSP at one or more meetings which will be open to all stakeholders. At the meeting(s), distribute copies of the Draft GSP and initiate an appropriate comment period for the Draft GSP.

Deliverables:
- Draft GSP

Task 12: Create Final GSP
After the Draft GSP is distributed to the public for comment and the comments are collected, they will be reviewed before preparing the Final GSP. Present the Final GSP with any updates to the GSA's Board of Directors for approval at a scheduled Board meeting. Once approved, submit the Final GSP to DWR using the formal process defined by DWR.

Deliverables:
- Electronic version (.pdf format) of Draft and Final GSP, including appendices
- Printed copies of the Final GSP

COMPONENT 4: Kings River East GSP Development

The Kings River East GSA will complete the work identified in Component 4.

Category (a): Stakeholder Engagement

Prepare a draft GSP with stakeholder input. Engage stakeholders with a variety of public outreach methods which might include various methods such as websites, interested party lists, GSA Board meetings, Stakeholder meetings, educational materials, newspaper notices, and social media. Outreach will be used to inform Stakeholders of project progress, solicit input and disseminate the Draft GSP.

Form GSP committees as needed to promote and increase diverse stakeholder participation in GSP development. Committees will provide present status updates and a summary of findings at regular GSA Board meetings. Meeting minutes will be available on the GSA's website, as well as most other public outreach materials.

Deliverables:
- Educational and outreach materials (these may include meeting notes, agendas, public notices, online publicly available materials, etc.)

Category (b): GSP Development

Prepare GSP by completing tasks as described below.

Task 1: Create Executive Summary

Prepare an Executive Summary which will summarize the main topics, findings, new policies, and proposed solutions in the GSP. The summary will be written in a format that can be easily understood by a non-technical audience.

Deliverables:

- Draft GSP section for Executive Summary

Task 2: Create Introduction

Create an Introduction that will cover several topics that may include the following: the purpose of the GSP, summary of sustainability goals, description of the GSA, and organization of the GSP.

Deliverables:

- Draft GSP section for Introduction

Task 3: Describe Plan Area

Prepare a Plan Area section which will communicate adequate background information on the GSP which could include: area, geography, land use, land use policies, existing water supply infrastructure, existing water management programs, and public outreach efforts. Illustrate these topics with maps and/or graphics if needed.

Deliverables:

- Draft GSP section for Plan Area

Task 4: Describe Basin Setting

Produce a Basin Setting section that will document technical and geologic characteristics of the GSA area within the Kings subbasin. The main topics addressed may include the Hydrogeologic Conceptual Model, Current and Historical Groundwater Conditions, Water Budget, and Management Areas.

Deliverables:

- Draft GSP section for Basin Setting

Task 5: Describe Monitoring Network

Create a Monitoring Network section to describe current and future monitoring plans for groundwater levels, groundwater storage, groundwater quality, land subsidence and surface-groundwater interconnections. Evaluate the adequacy and scientific basis for the current monitoring network and establish a plan for improving it if necessary. Future monitoring plans may also include sites outside of the GSA or Kings Subbasin so that boundary conditions can be more accurately evaluated.

Deliverables:

- Draft GSP section for Monitoring Network

Task 6: Identify Sustainable Management Criteria

Create a Sustainable Management Criteria section that addresses at least the following: Sustainability Goals, Measurable Objectives, Minimum Thresholds and Undesirable Results. These criteria will be developed considering a variety of alternatives and methods with significant input from member agencies and stakeholders.

Deliverables:

- Draft GSP section for Sustainable Management Criteria

Task 7: Identify Project and Management Actions

Produce a Project and Management Actions section that will identify a list of projects and water management programs that may be used to meet the objectives and goals discussed in the Sustainable Management

Criteria section. A detailed explanation of each project and program will be prepared, along with an estimate of benefits, regulatory requirements, and implementation and anticipated completion schedule.

Deliverables:

- Draft GSP section for Plan Project and Management Actions

Task 8: Prepare Plan Implementation

Prepare a Plan Implementation section that will address GSP implementation costs, funding alternatives, and an implementation schedule including dates for completion of projects and management actions. This section will discuss Annual Reporting with an outline for proposed annual reports. It will also report how periodic evaluations of the water budget, new policies, and sustainability criteria will be conducted.

Deliverables:

- Draft GSP section for Plan Implementation

Task 9: List References

Prepare a References section which lists the references used in the development of the GSP.

Deliverables:

- Draft GSP section for References

Task 10: Develop Appendices and Supporting Material

Develop an Appendices section with a copy of the Coordination Agreement with other GSAs and which may also include supporting materials, relevant studies, modelling results, and other documents.

Deliverables:

- Draft GSP section for Appendices and Supporting Material

Task 11: Prepare Draft GSP

After all the Draft Sections are finalized, compile a complete Draft GSP for review and comment by the GSA and Technical Committees. After completion, present a summary of the Draft GSP at one or more meetings which will be open to all stakeholders. At the meeting(s), distribute copies of the Draft GSP and initiate an appropriate comment period for the Draft GSP.

Deliverables:

- Draft GSP

Task 12: Create Final GSP

After the Draft GSP is distributed to the public for comment and the comments are collected, they will be reviewed before preparing the Final GSP. Present the Final GSP with any updates to the GSA's Board of Directors for approval at a scheduled Board meeting. Once approved, submit the Final GSP to DWR using the formal process defined by DWR.

Deliverables:

- Electronic version (.pdf format) of Draft and Final GSP, including appendices
- Printed copies of the Final GSP

COMPONENT 5: McMullin Area GSP Development

The McMullin Area GSA will complete the work identified in Component 5.

Category (a): Stakeholder Engagement

Prepare a draft GSP with stakeholder input. Engage stakeholders with a variety of public outreach methods which might include various methods such as websites, interested party lists, GSA Board meetings, Stakeholder meetings, educational materials, newspaper notices, and social media. Outreach will be used to inform Stakeholders of project progress, solicit input and disseminate the Draft GSP.

Form GSP committees as needed to promote and increase diverse stakeholder participation in GSP development. Committees will provide present status updates and a summary of findings at regular GSA Board meetings. Meeting minutes will be available on the GSA's website, as well as most other public outreach materials.

Deliverables:

- Educational and outreach materials (these may include meeting notes, agendas, public notices, online publicly available materials, etc.)

Category (b): GSP Development

Prepare GSP by completing tasks as described below.

Task 1: Create Executive Summary

Prepare an Executive Summary which will summarize the main topics, findings, new policies, and proposed solutions in the GSP. The summary will be written in a format that can be easily understood by a non-technical audience.

Deliverables:

- Draft GSP section for Executive Summary

Task 2: Create Introduction

Create an Introduction that will cover several topics that may include the following: the purpose of the GSP, summary of sustainability goals, description of the GSA, and organization of the GSP.

Deliverables:

- Draft GSP section for Introduction

Task 3: Describe Plan Area

Prepare a Plan Area section which will communicate adequate background information on the GSP which could include: area, geography, land use, land use policies, existing water supply infrastructure, existing water management programs, and public outreach efforts. Illustrate these topics with maps and/or graphics if needed.

Deliverables:

- Draft GSP section for Plan Area

Task 4: Describe Basin Setting

Produce a Basin Setting section that will document technical and geologic characteristics of the GSA area within the Kings subbasin. The main topics addressed may include the Hydrogeologic Conceptual Model, Current and Historical Groundwater Conditions, Water Budget, and Management Areas.

Deliverables:

- Draft GSP section for Basin Setting

Task 5: Describe Monitoring Network
Create a Monitoring Network section to describe current and future monitoring plans for groundwater levels, groundwater storage, groundwater quality, land subsidence and surface-groundwater interconnections. Evaluate the adequacy and scientific basis for the current monitoring network and establish a plan for improving it if necessary. Future monitoring plans may also include sites outside of the GSA or Kings Subbasin so that boundary conditions can be more accurately evaluated.

Deliverables:
- Draft GSP section for Monitoring Network

Task 6: Identify Sustainable Management Criteria
Create a Sustainable Management Criteria section that addresses at least the following: Sustainability Goals, Measurable Objectives, Minimum Thresholds and Undesirable Results. These criteria will be developed considering a variety of alternatives and methods with significant input from member agencies and stakeholders.

Deliverables:
- Draft GSP section for Sustainable Management Criteria

Task 7: Identify Project and Management Actions
Produce a Project and Management Actions section that will identify a list of projects and water management programs that may be used to meet the objectives and goals discussed in the Sustainable Management Criteria section. A detailed explanation of each project and program will be prepared, along with an estimate of benefits, regulatory requirements, and implementation and anticipated completion schedule.

Deliverables:
- Draft GSP section for Plan Project and Management Actions

Task 8: Prepare Plan Implementation
Prepare a Plan Implementation section that will address GSP implementation costs, funding alternatives, and an implementation schedule including dates for completion of projects and management actions. This section will discuss Annual Reporting with an outline for proposed annual reports. It will also report how periodic evaluations of the water budget, new policies, and sustainability criteria will be conducted.

Deliverables:
- Draft GSP section for Plan Implementation

Task 9: List References
Prepare a References section which lists the references used in the development of the GSP.

Deliverables:
- Draft GSP section for References

Task 10: Develop Appendices and Supporting Material
Develop an Appendices section with a copy of the Coordination Agreement with other GSAs and which may also include supporting materials, relevant studies, modelling results, and other documents.

Deliverables:
- Draft GSP section for Appendices and Supporting Material

Task 11: Prepare Draft GSP

After all the Draft Sections are finalized, compile a complete Draft GSP for review and comment by the GSA and Technical Committees. After completion, present a summary of the Draft GSP at one or more meetings which will be open to all stakeholders. At the meeting(s), distribute copies of the Draft GSP and initiate an appropriate comment period for the Draft GSP.

Deliverables:

- Draft GSP

Task 12: Create Final GSP

After the Draft GSP is distributed to the public for comment and the comments are collected, they will be reviewed before preparing the Final GSP. Present the Final GSP with any updates to the GSA's Board of Directors for approval at a scheduled Board meeting. Once approved, submit the Final GSP to DWR using the formal process defined by DWR.

Deliverables:

- Electronic version (.pdf format) of Draft and Final GSP, including appendices
- Printed copies of the Final GSP

COMPONENT 6: North Fork Kings GSP Development

The North Fork Kings GSA will complete the work identified in Component 6.

Category (a): Stakeholder Engagement

Prepare a draft GSP with stakeholder input. Engage stakeholders with a variety of public outreach methods which might include various methods such as websites, interested party lists, GSA Board meetings, Stakeholder meetings, educational materials, newspaper notices, and social media. Outreach will be used to inform Stakeholders of project progress, solicit input and disseminate the Draft GSP.

Form GSP committees as needed to promote and increase diverse stakeholder participation in GSP development. Committees will provide present status updates and a summary of findings at regular GSA Board meetings. Meeting minutes will be available on the GSA's website, as well as most other public outreach materials.

Deliverables:

- Educational and outreach materials (these may include meeting notes, agendas, public notices, online publicly available materials, etc.)

Category (b): GSP Development

Prepare GSP by completing tasks as described below.

Task 1: Create Executive Summary

Prepare an Executive Summary which will summarize the main topics, findings, new policies, and proposed solutions in the GSP. The summary will be written in a format that can be easily understood by a non-technical audience.

Deliverables:

- Draft GSP section for Executive Summary

Task 2: Create Introduction

Create an Introduction that will cover several topics that may include the following: the purpose of the GSP, summary of sustainability goals, description of the GSA, and organization of the GSP.

Deliverables:

- Draft GSP section for Introduction

Task 3: Describe Plan Area

Prepare a Plan Area section which will communicate adequate background information on the GSP which could include: area, geography, land use, land use policies, existing water supply infrastructure, existing water management programs, and public outreach efforts. Illustrate these topics with maps and/or graphics if needed.

Deliverables:

- Draft GSP section for Plan Area

Task 4: Describe Basin Setting

Produce a Basin Setting section that will document technical and geologic characteristics of the GSA area within the Kings subbasin. The main topics addressed may include the Hydrogeologic Conceptual Model, Current and Historical Groundwater Conditions, Water Budget, and Management Areas.

Deliverables:

- Draft GSP section for Basin Setting

Task 5: Describe Monitoring Network

Create a Monitoring Network section to describe current and future monitoring plans for groundwater levels, groundwater storage, groundwater quality, land subsidence and surface-groundwater interconnections. Evaluate the adequacy and scientific basis for the current monitoring network and establish a plan for improving it if necessary. Future monitoring plans may also include sites outside of the GSA or Kings Subbasin so that boundary conditions can be more accurately evaluated.

Deliverables:

- Draft GSP section for Monitoring Network

Task 6: Identify Sustainable Management Criteria

Create a Sustainable Management Criteria section that addresses at least the following: Sustainability Goals, Measurable Objectives, Minimum Thresholds and Undesirable Results. These criteria will be developed considering a variety of alternatives and methods with significant input from member agencies and stakeholders.

Deliverables:

- Draft GSP section for Sustainable Management Criteria

Task 7: Identify Project and Management Actions

Produce a Project and Management Actions section that will identify a list of projects and water management programs that may be used to meet the objectives and goals discussed in the Sustainable Management Criteria section. A detailed explanation of each project and program will be prepared, along with an estimate of benefits, regulatory requirements, and implementation and anticipated completion schedule.

Deliverables:

- Draft GSP section for Plan Project and Management Actions

Task 8: Prepare Plan Implementation

Prepare a Plan Implementation section that will address GSP implementation costs, funding alternatives, and an implementation schedule including dates for completion of projects and management actions. This section will discuss Annual Reporting with an outline for proposed annual reports. It will also report how periodic evaluations of the water budget, new policies, and sustainability criteria will be conducted.

Deliverables:

- Draft GSP section for Plan Implementation

Task 9: List References

Prepare a References section which lists the references used in the development of the GSP.

Deliverables:

- Draft GSP section for References

Task 10: Develop Appendices and Supporting Material

Develop an Appendices section with a copy of the Coordination Agreement with other GSAs and which may also include supporting materials, relevant studies, modelling results, and other documents.

Deliverables:

- Draft GSP section for Appendices and Supporting Material

Task 11: Prepare Draft GSP

After all the Draft Sections are finalized, compile a complete Draft GSP for review and comment by the GSA and Technical Committees. After completion, present a summary of the Draft GSP at one or more meetings which will be open to all stakeholders. At the meeting(s), distribute copies of the Draft GSP and initiate an appropriate comment period for the Draft GSP.

Deliverables:

- Draft GSP

Task 12: Create Final GSP

After the Draft GSP is distributed to the public for comment and the comments are collected, they will be reviewed before preparing the Final GSP. Present the Final GSP with any updates to the GSA's Board of Directors for approval at a scheduled Board meeting. Once approved, submit the Final GSP to DWR using the formal process defined by DWR.

Deliverables:

- Electronic version (.pdf format) of Draft and Final GSP, including appendices
- Printed copies of the Final GSP

COMPONENT 7: North Kings GSP Development

The North Kings GSA will complete the work identified in Component 7.

Category (a): Stakeholder Engagement

Prepare a draft GSP with stakeholder input. Engage stakeholders with a variety of public outreach methods which might include various methods such as websites, interested party lists, GSA Board meetings, Stakeholder meetings, educational materials, newspaper notices, and social media. Outreach will be used to inform Stakeholders of project progress, solicit input and disseminate the Draft GSP.

Form GSP committees as needed to promote and increase diverse stakeholder participation in GSP development. Committees will provide present status updates and a summary of findings at regular GSA Board meetings. Meeting minutes will be available on the GSA's website, as well as most other public outreach materials.

Deliverables:

- Educational and outreach materials (these may include meeting notes, agendas, public notices, online publicly available materials, etc.)

Category (b): GSP Development

Prepare GSP by completing tasks as described below.

Task 1: Create Executive Summary

Prepare an Executive Summary which will summarize the main topics, findings, new policies, and proposed solutions in the GSP. The summary will be written in a format that can be easily understood by a non-technical audience.

Deliverables:

- Draft GSP section for Executive Summary

Task 2: Create Introduction

Create an Introduction that will cover several topics that may include the following: the purpose of the GSP, summary of sustainability goals, description of the GSA, and organization of the GSP.

Deliverables:

- Draft GSP section for Introduction

Task 3: Describe Plan Area

Prepare a Plan Area section which will communicate adequate background information on the GSP which could include: area, geography, land use, land use policies, existing water supply infrastructure, existing water management programs, and public outreach efforts. Illustrate these topics with maps and/or graphics if needed.

Deliverables:

- Draft GSP section for Plan Area

Task 4: Describe Basin Setting

Produce a Basin Setting section that will document technical and geologic characteristics of the GSA area within the Kings subbasin. The main topics addressed may include the Hydrogeologic Conceptual Model, Current and Historical Groundwater Conditions, Water Budget, and Management Areas.

Deliverables:

- Draft GSP section for Basin Setting

Task 5: Describe Monitoring Network

Create a Monitoring Network section to describe current and future monitoring plans for groundwater levels, groundwater storage, groundwater quality, land subsidence and surface-groundwater interconnections. Evaluate the adequacy and scientific basis for the current monitoring network and establish a plan for improving it if necessary. Future monitoring plans may also include sites outside of the GSA or Kings Subbasin so that boundary conditions can be more accurately evaluated.

Deliverables:

- Draft GSP section for Monitoring Network

Task 6: Identify Sustainable Management Criteria
Create a Sustainable Management Criteria section that addresses at least the following: Sustainability Goals, Measurable Objectives, Minimum Thresholds and Undesirable Results. These criteria will be developed considering a variety of alternatives and methods with significant input from member agencies and stakeholders.

Deliverables:
- Draft GSP section for Sustainable Management Criteria

Task 7: Identify Project and Management Actions
Produce a Project and Management Actions section that will identify a list of projects and water management programs that may be used to meet the objectives and goals discussed in the Sustainable Management Criteria section. A detailed explanation of each project and program will be prepared, along with an estimate of benefits, regulatory requirements, and implementation and anticipated completion schedule.

Deliverables:
- Draft GSP section for Plan Project and Management Actions

Task 8: Prepare Plan Implementation
Prepare a Plan Implementation section that will address GSP implementation costs, funding alternatives, and an implementation schedule including dates for completion of projects and management actions. This section will discuss Annual Reporting with an outline for proposed annual reports. It will also report how periodic evaluations of the water budget, new policies, and sustainability criteria will be conducted.

Deliverables:
- Draft GSP section for Plan Implementation

Task 9: List References
Prepare a References section which lists the references used in the development of the GSP.

Deliverables:
- Draft GSP section for References

Task 10: Develop Appendices and Supporting Material
Develop an Appendices section with a copy of the Coordination Agreement with other GSAs and which may also include supporting materials, relevant studies, modelling results, and other documents.

Deliverables:
- Draft GSP section for Appendices and Supporting Material

Task 11: Prepare Draft GSP
After all the Draft Sections are finalized, compile a complete Draft GSP for review and comment by the GSA and Technical Committees. After completion, present a summary of the Draft GSP at one or more meetings which will be open to all stakeholders. At the meeting(s), distribute copies of the Draft GSP and initiate an appropriate comment period for the Draft GSP.

Deliverables:
- Draft GSP

Task 12: Create Final GSP

After the Draft GSP is distributed to the public for comment and the comments are collected, they will be reviewed before preparing the Final GSP. Present the Final GSP with any updates to the GSA's Board of Directors for approval at a scheduled Board meeting. Once approved, submit the Final GSP to DWR using the formal process defined by DWR.

Deliverables:

- Electronic version (.pdf format) of Draft and Final GSP, including appendices
- Printed copies of the Final GSP

COMPONENT 8: South Kings GSP Development

The South Kings GSA will complete the work identified in Component 8.

Category (a): Stakeholder Engagement

Prepare a draft GSP with stakeholder input. Engage stakeholders with a variety of public outreach methods which might include various methods such as websites, interested party lists, GSA Board meetings, Stakeholder meetings, educational materials, newspaper notices, and social media. Outreach will be used to inform Stakeholders of project progress, solicit input and disseminate the Draft GSP.

Form GSP committees as needed to promote and increase diverse stakeholder participation in GSP development. Committees will provide present status updates and a summary of findings at regular GSA Board meetings. Meeting minutes will be available on the GSA's website, as well as most other public outreach materials.

Deliverables:

- Educational and outreach materials (these may include meeting notes, agendas, public notices, online publicly available materials, etc.)

Category (b): GSP Development

Prepare GSP by completing tasks as described below.

Task 1: Create Executive Summary
Prepare an Executive Summary which will summarize the main topics, findings, new policies, and proposed solutions in the GSP. The summary will be written in a format that can be easily understood by a non-technical audience.

Deliverables:

- Draft GSP section for Executive Summary

Task 2: Create Introduction
Create an Introduction that will cover several topics that may include the following: the purpose of the GSP, summary of sustainability goals, description of the GSA, and organization of the GSP.

Deliverables:

- Draft GSP section for Introduction

Task 3: Describe Plan Area
Prepare a Plan Area section which will communicate adequate background information on the GSP which could include: area, geography, land use, land use policies, existing water supply infrastructure, existing water

management programs, and public outreach efforts. Illustrate these topics with maps and/or graphics if needed.

Deliverables:

- Draft GSP section for Plan Area

Task 4: Describe Basin Setting

Produce a Basin Setting section that will document technical and geologic characteristics of the GSA area within the Kings subbasin. The main topics addressed may include the Hydrogeologic Conceptual Model, Current and Historical Groundwater Conditions, Water Budget, and Management Areas.

Deliverables:

- Draft GSP section for Basin Setting

Task 5: Describe Monitoring Network

Create a Monitoring Network section to describe current and future monitoring plans for groundwater levels, groundwater storage, groundwater quality, land subsidence and surface-groundwater interconnections. Evaluate the adequacy and scientific basis for the current monitoring network and establish a plan for improving it if necessary. Future monitoring plans may also include sites outside of the GSA or Kings Subbasin so that boundary conditions can be more accurately evaluated.

Deliverables:

- Draft GSP section for Monitoring Network

Task 6: Identify Sustainable Management Criteria

Create a Sustainable Management Criteria section that addresses at least the following: Sustainability Goals, Measurable Objectives, Minimum Thresholds and Undesirable Results. These criteria will be developed considering a variety of alternatives and methods with significant input from member agencies and stakeholders.

Deliverables:

- Draft GSP section for Sustainable Management Criteria

Task 7: Identify Project and Management Actions

Produce a Project and Management Actions section that will identify a list of projects and water management programs that may be used to meet the objectives and goals discussed in the Sustainable Management Criteria section. A detailed explanation of each project and program will be prepared, along with an estimate of benefits, regulatory requirements, and implementation and anticipated completion schedule.

Deliverables:

- Draft GSP section for Plan Project and Management Actions

Task 8: Prepare Plan Implementation

Prepare a Plan Implementation section that will address GSP implementation costs, funding alternatives, and an implementation schedule including dates for completion of projects and management actions. This section will discuss Annual Reporting with an outline for proposed annual reports. It will also report how periodic evaluations of the water budget, new policies, and sustainability criteria will be conducted.

Deliverables:

- Draft GSP section for Plan Implementation

Task 9: List References

Prepare a References section which lists the references used in the development of the GSP.

Deliverables:

- Draft GSP section for References

Task 10: Develop Appendices and Supporting Material

Develop an Appendices section with a copy of the Coordination Agreement with other GSAs and which may also include supporting materials, relevant studies, modelling results, and other documents.

Deliverables:

- Draft GSP section for Appendices and Supporting Material

Task 11: Prepare Draft GSP

After all the Draft Sections are finalized, compile a complete Draft GSP for review and comment by the GSA and Technical Committees. After completion, present a summary of the Draft GSP at one or more meetings which will be open to all stakeholders. At the meeting(s), distribute copies of the Draft GSP and initiate an appropriate comment period for the Draft GSP.

Deliverables:

- Draft GSP

Task 12: Create Final GSP

After the Draft GSP is distributed to the public for comment and the comments are collected, they will be reviewed before preparing the Final GSP. Present the Final GSP with any updates to the GSA's Board of Directors for approval at a scheduled Board meeting. Once approved, submit the Final GSP to DWR using the formal process defined by DWR.

Deliverables:

- Electronic version (.pdf format) of Draft and Final GSP, including appendices
- Printed copies of the Final GSP

EXHIBIT B
BUDGET

Project Title: Kings Subbasin Groundwater Sustainability Plans					
COMPONENTS		**Grant Amount**	**Required Cost Share (non-state source)***	**Other Cost Share****	**Total Cost**
1	Grant Administration	$0	$0	$48,580	**$48,580**
2	Central Kings GSP Development	$214,286	$0	$437,924	**$652,210**
3	James GSP Development	$214,286	$0	$745,934	**$960,220**
4	Kings River East GSP Development	$214,286	$0	$479,084	**$693,370**
5	McMullin Area GSP Development	$214,286	$0	$646,524	**$860,810**
6	North Fork Kings GSP Development	$214,286	$0	$356,344	**$570,630**
7	North Kings GSP Development	$214,285	$0	$808,675	**$1,022,960**
8	South Kings GSP Development	$214,285	$0	$341,075	**$555,360**
	TOTAL Project	**$1,500,000**	**$0**	**$3,864,140**	**$5,364,140**

NOTES:

**Grantee received a 100% DAC cost share waiver.*

***Other Cost Share for GSP Development will funded by Central Kings GSA, James GSA, Kings River East GSA, McMullin Area GSA, North Fork Kings GSA, North Kings GSA, and South Kings GSA, respectively. Other Cost Share for Grant Administration will be funded equally by these seven GSAs.*

Component 1 – Budget					
Component 1: Grant Administration					
Budget Category		**Grant Amount**	**Required Cost Share (non-state source)***	**Other Cost Share****	**Total Cost**
(a)	Grant Administration	$0	$0	$48,580	**$48,580**
TOTAL COSTS		**$0**	**$0**	**$48,580**	**$48,580**

NOTES:

**Grantee received a 100% DAC cost share waiver.*
***Source of funding: Central Kings GSA, James GSA, Kings River East GSA, McMullin Area GSA, North Fork Kings GSA, North Kings GSA, and South Kings GSA.*

Component 2 – Budget					
Component 2: Central Kings GSP Development					
Budget Category		**Grant Amount**	**Required Cost Share (non-state source)***	**Other Cost Share****	**Total Cost**
(a)	Stakeholder Engagement	$0	$0	$21,360	**$21,360**
(b)	Plan Development	$214,286	$0	$416,564	**$630,850**
TOTAL COSTS		**$214,286**	**$0**	**$437,924**	**$652,210**

NOTES:

**Grantee received a 100% DAC cost share waiver.*
***Source of Funding: Central Kings GSA.*

Component 3 – Budget					
Component 3: James GSP Development					
Budget Category		**Grant Amount**	**Required Cost Share (non-state source)***	**Other Cost Share****	**Total Cost**
(a)	Stakeholder Engagement	$0	$0	$38,610	**$38,610**
(b)	Plan Development	$214,286	$0	$707,324	**$921,610**
	TOTAL COSTS	**$214,286**	**$0**	**$745,934**	**$960,220**

NOTES:

**Grantee received a 100% DAC cost share waiver.*
***Source of Funding: James GSA.*

Component 4 – Budget					
Component 4: Kings River East GSP Development					
Budget Category		**Grant Amount**	**Required Cost Share (non-state source)***	**Other Cost Share****	**Total Cost**
(a)	Stakeholder Engagement	$0	$0	$38,470	**$38,470**
(b)	Plan Development	$214,286	$0	$440,614	**$654,900**
	TOTAL COSTS	**$214,286**	**$0**	**$479,084**	**$693,370**

NOTES:

**Grantee received a 100% DAC cost share waiver.*
***Source of Funding: Kings River East GSA.*

Component 5 – Budget					
Component 5: McMullin Area GSP Development					
Budget Category		**Grant Amount**	**Required Cost Share (non-state source)***	**Other Cost Share****	**Total Cost**
(a)	Stakeholder Engagement	$0	$0	$61,650	**$61,650**
(b)	Plan Development	$214,286	$0	$584,874	**$799,160**
	TOTAL COSTS	**$214,286**	**$0**	**$646,524**	**$860,810**

NOTES:

**Grantee received a 100% DAC cost share waiver.*
***Source of Funding: McMullin Area GSA.*

Component 6 – Budget					
Component 6: North Fork Kings GSP Development					
Budget Category		**Grant Amount**	**Required Cost Share (non-state source)***	**Other Cost Share****	**Total Cost**
(a)	Stakeholder Engagement	$0	$0	$24,600	**$24,600**
(b)	Plan Development	$214,286	$0	$331,744	**$546,030**
	TOTAL COSTS	**$214,286**	**$0**	**$356,344**	**$570,630**

NOTES:

**Grantee received a 100% DAC cost share waiver.*
***Source of Funding: North Fork Kings GSA.*

Component 7 – Budget					
Component 7: North Kings GSP Development					
Budget Category		**Grant Amount**	**Required Cost Share (non-state source)***	**Other Cost Share****	**Total Cost**
(a)	Stakeholder Engagement	$0	$0	$63,800	**$0,63,800**
(b)	Plan Development	$214,285	$0	$744,875	**$959,160**
	TOTAL COSTS	**$214,285**	**$0**	**$808,675**	**$1,022,960**

NOTES:

**Grantee received a 100% DAC cost share waiver.*
***Source of Funding: North Kings GSA.*

Component 8 – Budget					
Component 8: South Kings GSP Development					
Budget Category		**Grant Amount**	**Required Cost Share (non-state source)***	**Other Cost Share****	**Total Cost**
(a)	Stakeholder Engagement	$0	$0	$26,720	**$26,720**
(b)	Plan Development	$214,285	$0	$314,355	**$528,640**
	TOTAL COSTS	**$214,285**	**$0**	**$341,075**	**$555,360**

NOTES:

**Grantee received a 100% DAC cost share waiver.*
***Source of Funding: South Kings GSA.*

EXHIBIT C
SCHEDULE

Project Schedule			
Project Title: Kings Subbasin Groundwater Sustainability Plans			
Component		**Start Date**	**End Date**
1	Grant Administration	07/01/2017	04/30/2020
2	Central Kings GSP Development	07/01/2017	01/31/2020
3	James GSP Development	07/01/2017	01/31/2020
4	Kings River East GSP Development	07/01/2017	01/31/2020
5	McMullin Area GSP Development	07/01/2017	01/31/2020
6	North Fork Kings GSP Development	07/01/2017	01/31/2020
7	North Kings GSP Development	07/01/2017	01/31/2020
8	South Kings GSP Development	07/01/2017	01/31/2020

EXHIBIT D

STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

a) Separate Accounting of Funding Disbursements: The Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.

b) Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

c) Remittance of Unexpended Funds: The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.

D.4) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall

be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Wat. Code, § 79708, subd. (b).)

D.6) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.

D.7) CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.

D.8) CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code Section 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9) CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10) COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in the Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement.

D.11) COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12) CONFLICT OF INTEREST: All participants are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

d) Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13) DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

D.14) DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.

D.15) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.

b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:

i) The dangers of drug abuse in the workplace,

ii) The Grantee's policy of maintaining a drug-free workplace,

iii) Any available counseling, rehabilitation, and employee assistance programs, and

iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

c) Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:

i) Will receive a copy of the Grantee's drug-free policy statement, and

ii) Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

D.16) EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

D.17) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist, that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18) GRANTEE'S RESPONSIBILITY. The Grantee and its representatives shall:

a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Project Exhibit B and Exhibit C.

b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

c) Comply with all applicable California, federal, and local laws and regulations.

d) Implement the Project in accordance with applicable provisions of the law.

e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.

f) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.

g) Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.

h) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.19) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.20) INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.

D.21) INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.22) INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.23) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.

D.24) INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.

D.25) LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP. Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: http://www.dir.ca.gov/dlse/ PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.26) MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the

budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.27) NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.28) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.29) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

D.30) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

D.31) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.32) RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

D.33) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the

extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.34) SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.

D.35) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:

a) The Grantee, its contractors, or subcontractors have made a false certification, or

b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

D.36) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.

D.37) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.38) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.

D.39) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.40) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.41) TIMELINESS: Time is of the essence in this Grant Agreement.

D.42) TRAVEL – DAC, EDA, or SDAC PROJECT/COMPONENT: If a Project/Component obtains a DAC, EDA, or SDAC Cost Share Waiver, the Grantee may submit travel and per diem costs for eligible reimbursement with State funds. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. All travel approved expenses will be reimbursed at the percentage rate of the DAC, EDA, or SDAC Cost Share Waiver. For example, if the Grantee obtains a 100% Waiver, 100% of all approved travel expenses can be invoiced for reimbursement. If the Grantee obtains a 50% Waiver, only 50% of eligible travel expenses will be reimbursed by these grant funds.

D.43) TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT: The Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.

D.44) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:

a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.

b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.

c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.

D.45) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.46) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

AUTHORIZING RESOLUTION ACCEPTING FUNDS

BEFORE THE BOARD OF DIRECTORS
OF THE NORTH FORK KINGS
GROUNDWATER SUSTAINABILITY AGENCY
RIVERDALE, CALIFORNIA

RESOLUTION NO. 2017-03

AUTHORIZATION TO FILE AN APPLICATION FOR A GRANT UNDER THE PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING GRANT PROGRAM AND TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

WHEREAS, the North Fork Kings Groundwater Sustainability Agency ("North Fork Kings GSA") is a California Special Act Agency formed by legislation to implement the Sustainable Groundwater Management Act of 2014 in a portion of the Department of Water Resources Bulletin 118 Kings Subbasin, and;

WHEREAS, the North Fork Kings GSA and other Groundwater Sustainability Agencies ("GSAs") overlying the Kings Subbasin desire to make an application for funding under Category 2 of the Proposition 1 Groundwater Sustainability Plans and Projects grant solicitation to develop Groundwater Sustainability Plans for the region, and;

WHEREAS, under Category 2, only one grant application may be submitted on behalf of a groundwater basin or subbasin, and;

WHEREAS, the North Fork Kings GSA has been requested by all other overlying GSAs to serve as both applicant and grantee on behalf of the Kings Subbasin, now;

BE IT RESOLVED, by the Board of Directors of the North Fork Kings GSA that application be made to the California Department of Water Resources to obtain a grant under the Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 *et seq*.), and amendments thereto, and;

BE IT FURTHER RESOLVED THAT, the Chairman of the North Fork Kings GSA, or his or her designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

THE FOREGOING RESOLUTION was passed and adopted by the Board of Directors of the North Fork Kings GSA this 10th day of October 2017, by the following vote:

AYES: Directors Mendes, Zonneveld, Roberts, McKean, Acquistapace, Maddox

NOES: None

ABSTAIN: None

ABSENT: Director Campos

Mark McKean, Chair

ATTEST:

Stephen Maddox, Secretary

SECRETARY'S CERTIFICATE

I, Stephen Maddox, Secretary of the North Fork Kings Groundwater Sustainability Agency, hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Directors of said Agency duly and regularly held at the regular meeting place thereof on the 10th day of October 2017, of which meeting all of the members of said Board of Directors had due notice and at which a majority thereof were present.

WITNESS my hand and the seal of the North Fork Kings Groundwater Sustainability Agency this 10th day of October 2017.

Stephen Maddox, Secretary

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For the Project, or each component, discuss the following at the task level, as organized in Exhibit A:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

COMPLETION REPORT

The Completion Report shall generally use the following format provided below for each Component or Project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of the Groundwater Sustainability Plan (GSP) that meets all the requirements of the GSP Regulations (for GSP Development Projects), or verification (e.g., acceptance email, or other approved documentation from SGMA), that the GSP was submitted to DWR as required.
- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Component schedule showing actual progress versus planned progress

Additional information that may be applicable for Implementation Projects and/or Components includes the following:

- As-built drawings
- Final geodetic survey information
- Project or Component photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Component, with quantification of such benefits provided, applicable for Implementation Components.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the SGWP Grant Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

Reports and/or products

- Brief comparison of work proposed in the original 2017 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
  - Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
  - Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

Cost & Disposition of Funds Information

- A summary of final funds disbursement for the Project, or each component.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit F.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. (CEDEN website: http://www.ceden.org).

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

The Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. The Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the Grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at: http://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEES

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for the Grantee's receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
    a. Detailed description of the contributed item(s) or service(s)
    b. Purpose for which the contribution was made (tied to project work plan)
    c. Name of contributing organization and date of contribution
    d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
    e. Person's name and the function of the contributing person
    f. Number of hours contributed
    g. If multiple sources exist, these should be summarized on a table with summed charges
    h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical

personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.

4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

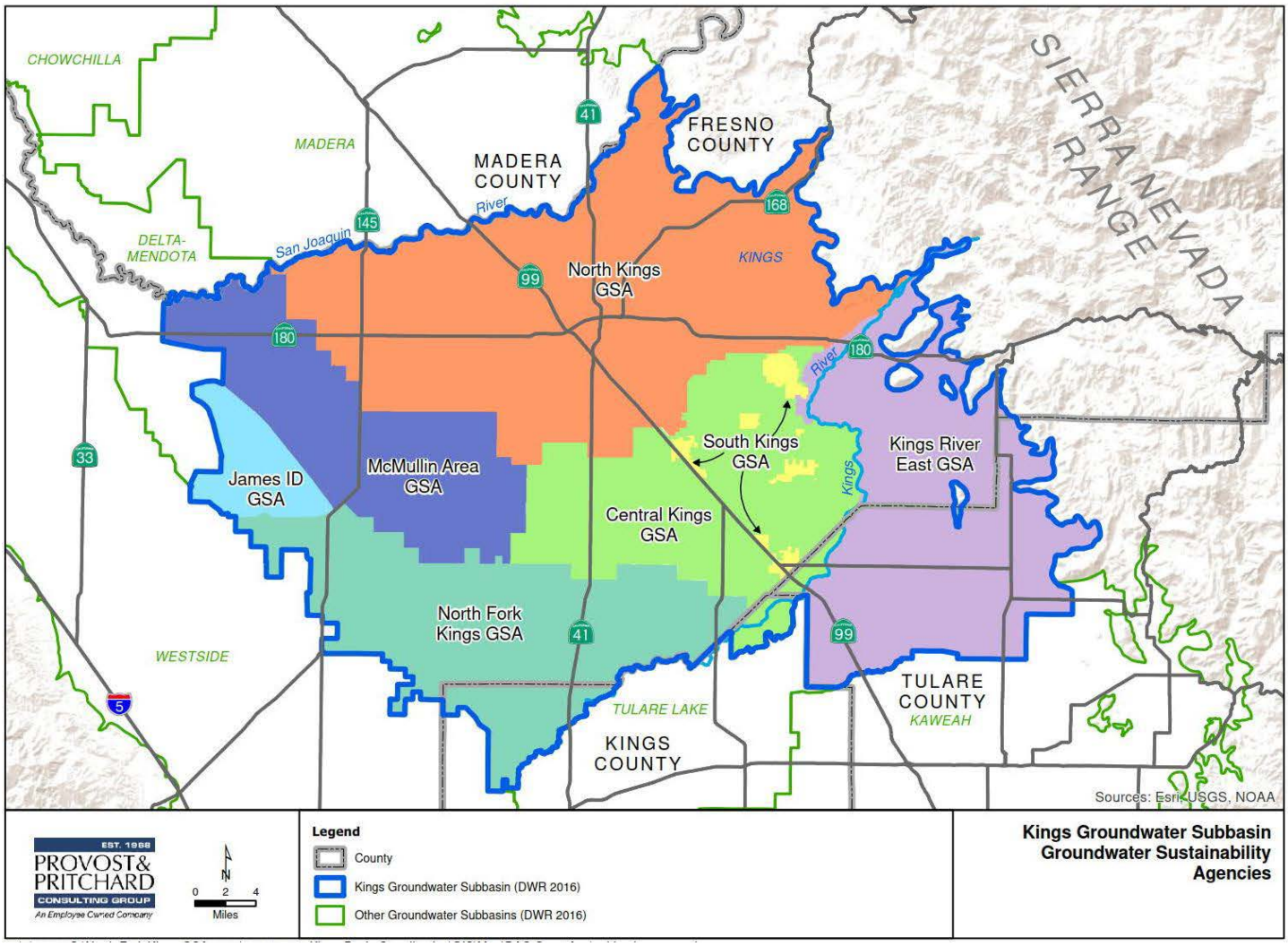
EXHIBIT I

LOCAL PROJECT SPONSORS

The Grantee has assigned, for each Component, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in Exhibit A, Work Plan, if there are two or more Components of the Project. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored component below:

Local Project Sponsor Agency Designations		
Sponsored Component	**Sponsor Agency**	**Agency Address**
Component 1: Grant Administration	All GSAs listed for Components 2-8	Addresses listed for each GSA for Components 2-8
Component 2: Central Kings GSP Development	Central Kings GSA	Central Kings GSA c/o Consolidated Irrigation District P.O. Box 209 Selma, CA 93662
Component 3: James GSP Development	James GSA	8749 Ninth Street, P.O. Box 757 San Joaquin, CA 93660-0757
Component 4: Kings River East GSP Development	Kings River East GSA	P.O. Box 695 Dinuba, CA 93618
Component 5: McMullin Area GSP Development	McMullin Area GSA	286 W. Cromwell Avenue Fresno, CA 93711
Component 6: North Fork Kings GSP Development	North Fork Kings GSA	4886 E Jensen Ave Fresno, CA 93725
Component 7: North Kings GSP Development	North Kings GSA	North Kings GSA c/o Fresno Irrigation District 2907 S. Maple Avenue Fresno, CA 93725
Component 8: South Kings GSP Development	South Kings GSA	South Kings GSA c/o David Peters, Peters Engineering Group 952 Pollasky Avenue Clovis, CA 93612

EXHIBIT J
PROJECT LOCATION



MEMORANDUM

TO: CHAIR & BOARD MEMBERS

FROM: DAVID PETERS, P.E.

SUBJECT: KINGS COORDINATED TASKS 8-10

DATE: DECEMBER 7, 2018

REQUESTED ACTION

Authorize the Board Chairman to execute the task order with Provost & Pritchard for work associated with Kings Coordinated Tasks 8-10.

DISCUSSION / RECOMMENDATION

Provost & Pritchard is providing services to the Kings Basin coordinated group of GSA's to provide assistance on issues pertaining to all GSA's within the basin. The group has asked for a proposal for assistance with the following tasks:

- Task 8 – DWR Technical Support Services (TSS) Coordination
- Task 9 – Coordination Agreement Assistance
- Task 10 – Water Level Sustainable Management Criteria Coordination

Staff recommends approval of the task order for P&P to perform this work.

ATTACHMENTS

1. P&P Proposal for Kings Coordinated Task 8-10

EST. 1968
PROVOST& PRITCHARD
CONSULTING GROUP
An Employee Owned Company

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

October 15, 2018

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 8, 9 and 10

Dear Sirs:

Provost and Pritchard Consulting Group (P&P) is pleased to submit this proposal to provide technical services related to the ongoing coordinated assistance within the Kings Groundwater Sub-basin (Kings Basin). 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 8 – DWR Technical Support Services (TSS) Coordination

This task will include submittal for Technical Support Services from DWR and the coordination associated with securing DWR approval for technical services. The Kings Basin GSA representatives have requested that P&P serve as the Basin Coordinator for DWR's TSS. This task includes preparation and submittal of the general application and responses to follow up questions from DWR. Once approved by DWR, individual GSAs will be allowed to submit individual service requests to DWR through the Basin Coordinator. The costs associated with Basin Coordinator efforts for individual service requests will be borne directly by the GSA making the service request and are not included in this task.

Task 9 – Coordination Agreement Assistance

This task includes assistance with preparation of the Coordination Agreement required for basins developing multiple Groundwater Sustainability Plans (GSPs) as indicated in §357.4 of the SGMA Regulations. GSA representatives are meeting regularly to develop agreement language required for the cooperative agreement, including data sharing. GSA legal counsel have initiated development of draft language. This task includes attendance at up to eight meetings to discuss and assist with the coordination agreement language, as well as review of the draft language being prepared by GSA legal counsel.

Task 10 – Water Level Sustainable Management Criteria Coordination

Each GSA in the Kings Basin is in the process of defining Undesirable Results for their GSA, as well as Measurable Objectives (MOs) and Minimum Thresholds (MTs) based on those Undesirable Results. With multiple GSPs being developed within the basin, the GSAs must determine consistent Measurable Objectives and Minimum Thresholds that do not cause Undesirable Results to each other. The SGMA guidelines require "*a description of the Undesirable Results of the basin, and an explanation of how the minimum thresholds and measurable objectives defined by each GSP relate to those undesirable results."*

This task includes assistance with the coordination and establishment of consistent basin-wide water level Sustainable Management Criteria. In order to proceed with this task, each GSA will have to provide their list of Representative Monitoring wells for their GSA as well as all associated data through Spring 2018. These wells are anticipated to be approximately two per Township, but may vary based on GSA specific or unique hydrogeologic conditions. It is also assumed that GSAs will provide their list of initial recommendations of MOs and MTs and the Undesirable Results they have defined for their GSA. These criteria will be evaluated for consistency.

An initial identification of MOs and MTs will be determined using an evaluation of well hydrographs and one basin-wide criteria to set a suggested MO, and separate criteria to set the suggested MT. These criteria will be compared to existing well information in proximity to the Representative Monitor wells. An output table of the MO and MT at each representative well will be generated for review. The basin-wide criteria to set MOs and MTs will be modified and adjusted MOs and MTs identified for each well up to two times if required. Some GSAs may have unique Undesirable Results, such as land subsidence, that are not significant concerns in other GSAs. GSAs with unique Undesirable Results shall be responsible for their own definitions and modifying MO and MT criteria for GSA specific areas is not included in this task.

This task includes preparing for and attending Kings Coordination meetings with the seven GSAs. During these meetings status reports on the Sustainable Management Criteria will be provided. P&P will also discuss important issues, and present draft and final results. It is assumed that the Sustainable Management Criteria will be discussed, among several other items, at biweekly meetings for 4 months.

A summary memo will be prepared identifying the common methodology for water level Sustainable Management Criteria and the memo will also address the requirements of §357.4 to include an explanation of how the minimum thresholds and measurable objectives defined by each GSP relate to those undesirable results defined by the GSAs in the basin. The memo will include a definition of how the water level criteria will be used to identify water storage criteria.

This task does not include coordination of Sustainable Management Criteria for Sea Water Intrusion, Degradation of Water Quality, Land Subsidence or Depletion of Interconnected Surface Water. Sea Water Intrusion is not a concern within the basin. Degradation of Water Quality is anticipated to be focused on deference to existing local, state or federal regulations. Land Subsidence and Depletion of Interconnected Surface Water are concerns only applicable to some of the GSAs within the basin, and it is assumed that these GSAs will coordinate their criteria for these concerns accordingly.

Schedule

A proposed project schedule is shown below. It is assumed that work can begin in October 2018. It is estimated that the work can be completed in about 9 months. Status updates will be given at regular Kings Basin Coordination Meetings. Completion of Task 10 is dependent on individual GSAs providing representative monitoring well information.

Task	Schedule
Task 8 DWR TSS Coordination	Oct 2018 – June 2019
Task 9 Coordination Agreement Assistance	Oct 2018 – June 2019
Task 10 Sustainable Management Criteria Coordination	Oct 2018 – June 2019

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. A breakdown of costs by task is shown in the Table below. Invoices will be prepared and submitted monthly. P&P will be jointly engaged 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	Total Budget	Per GSA
Task 8 DWR TSS Coordination	$7,000	$1,000
Task 9 Coordination Agreement Assistance	$9,800	$1,400
Task 10 Sustainable Management Criteria Coordination	$147,000	$21,000

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

Approved By:

Name:_____

Title:_____

Agency: _____

Date: _____

MEMORANDUM

TO: CHAIR & BOARD MEMBERS

FROM: DAVID PETERS, P.E.

SUBJECT: TASK ORDER FOR PREPARATION OF GROUNDWATER SUSTAINABILITY PLAN

DATE: DECEMBER 7, 2018

REQUESTED ACTION

Authorize the Board Chairman to execute the task order with Provost & Pritchard to begin preparation of the SKGSA Groundwater Sustainability Plan.

DISCUSSION / RECOMMENDATION

Staff has recently had discussions with Consolidated Irrigation District regarding the purchase of water from CID by the SKGSA for use in groundwater recharge. Those discussions have developed such that a strategy can be defined for sustainability. The next step will be to begin development of the Groundwater Sustainability Plan. Provost & Pritchard has provided a proposal for development of the plan. Staff recommends that the Board approve issuance of a task order for this work.

ATTACHMENTS

1. P&P Proposal for Task Order 4 – GSP Preparation

EST. 1968
PROVOST& PRITCHARD
CONSULTING GROUP
An Employee Owned Company

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Fresno, CA 93711-6162
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November 13, 2018

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

Subject: Task Order No. PP-4 - Proposal for South Kings GSA Draft Groundwater Sustainability Plan (GSP) Development

Dear Mr. Peters,

Provost and Pritchard Consulting Group (P&P) is pleased to submit this proposal to provide engineering services related to development of the draft GSP for the South Kings Groundwater Sustainability Agency (SKGSA). As you know, GSPs are a new requirement that haven't been prepared before, there are a number of regional planning efforts that are underway that will provide input and language into the GSP, and there are critical negotiations underway with Consolidated Irrigation District. As such, it is difficult to estimate the time and costs of preparation of this document. Below is a scope of work based on our estimate of what is required and what it will take to complete a draft GSP for SKGSA. Included are discussions on the schedule, deliverables, budget and other pertinent issues.

Scope of Work

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

Phase (MTG): Meetings

This task also includes attending GSA board and technical committee meetings as well as other meetings with stakeholders as necessary. Deliverables for this task will include meeting notes as appropriate.

Phase (GSP): Draft GSP Development

While initial work has already begun to gather and evaluate information for the GSP development, this task will include development of the draft GSP in accordance with the regulations and the adopted standard outline that will be used within the Kings Subbasin by all GSAs. A copy of the draft outline being used by the Subbasin is attached to this proposal. Initial GSP development will focus on the Plan Area, Groundwater Conditions, Hydrogeological Conceptual Model, Water Budget and Monitoring Network sections. Then work will focus on the Sustainable Management Criteria, Projects and Management Actions and Plan Implementation sections. The deliverable for this task will be the draft GSP.

Time and Materials (Fee Budget)

Provost & Pritchard Consulting Group will perform the services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. For budgeting purposes, our preliminary estimates for each phase are shown below. It is understood that there is limited basis to estimate the time and costs associated with the work. If there is significant work accomplished by the Regional efforts, then it would be expected that costs would be on the lower range. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated ranges below.

Proposed Fee	
Phase	**Estimated Fee**
Phase MTG	$15,000
Phase GSP	$245,000

Assumptions

- A few sections in the chapters to be developed cannot be completed until sustainability goals have been identified, and coordination with the other GSAs in the basin is agreed upon. These include, for example, subsections on the safe yield, impact of GSP on future water demands, new requirements for well permits, etc. The sections will be developed as far as possible with the existing knowledge and policies in place.
- The Projects and Management Actions Chapter requires identification of mitigation projects including their cost and estimated yield, which will require some level of conceptual design. It is assumed that we will evaluate a “typical” infrastructure project, with no specific location and identify potential water management policies/programs.

Schedule

A draft GSP is required by June 2019, however as initial chapters are developed they will be provided to the Technical Committee for review and comment. As data and decisions from the Coordinated effort are completed, they will be incorporated into the draft chapters. Critical to completion of the draft GSP will be negotiations with Consolidated Irrigation District being performed by SKGSA representatives.

Assumptions

This proposal is based on the following assumptions:

1. In order to meet the proposed schedule, GSA members will provide requested data within two weeks of any data request. All data provided to P&P shall be in electronic format (i.e. Excel spreadsheets, databases, GIS files, etc.). If requested data is not available, then the responsible agency shall develop assumptions to fill in data gaps.
2. The GSAs will be able to provide the requested data in templates and forms provided by P&P. If significant effort is required by P&P to collect this data, then costs may exceed our fee estimate.

3. Water budget work will be prepared in accordance with the templates being used by others in the subbasin.

Terms and Conditions

This task order is subject to the terms and conditions of the existing On-Call agreement with the South Kings GSA. The signature below hereby authorizes the performance of the tasks described under Scope of Services. Please sign, date and return to Ronald Samuelian, PE at Provost & Pritchard Consulting Group by emailing rsamuelian@ppeng.com.

Client: South Kings GSA	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
By:	**By:**
Name/Title:	**Name/Title:** Ronald Samuelian, PE, President
Date Signed:	**Date Signed:** 11/13/2018

Lozano Smith
ATTORNEYS AT LAW

7404 N. Spalding Avenue, Fresno, California 93720-3370
Telephone: (559) 431-5600 Fax: (559) 261-9366

M E M O R A N D U M

DATE: December 4, 2018

CLIENT/MATTER: 00892/001

TO: Dave Peters, Secretary

FROM: Michael Linden, General Counsel

RE: South Kings Groundwater Sustainability Agency – Proposed Advisory Committee

This memorandum is in regard to direction given by the Board of Directors ("Board") for the South Kings Groundwater Sustainability Agency ("GSA") to create an Advisory Committee for the GSA. The purpose of this memorandum is to provide suggestions for the structure of this committee, including committee rules.

I. Purpose

The purpose of the Advisory Committee is to provide input on key policy issues that will guide the creation of the Groundwater Sustainability Plan ("GSP") under the Sustainable Groundwater Management Act ("SGMA"). Advisory Committee members will represent diverse interests and will engage their respective stakeholder communities to communicate the facts of the GSP development process.

II. Membership

SGMA contains an extensive list of potentially interested parties, whose interests must be considered by GSAs. (Wat. Code, § 10723.2.) Such parties include:

(a) Holders of overlying groundwater rights, including:
    (1) Agricultural users, including farmers, ranchers, and dairy professionals.
    (2) Domestic well owners.
(b) Municipal well operators.
(c) Public water systems.
(d) Local land use planning agencies.

(e) Environmental users of groundwater.

(f) Surface water users, if there is a hydrologic connection between surface and groundwater bodies.
(g) The federal government, including, but not limited to, the military and managers of federal lands.
(h) California Native American tribes.
(i) Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems.
(j) Entities listed in Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency.

However, not all of the enumerated categories are relevant to our GSA, which is a joint powers authority consisting of 4 incorporated cities and a Community Services District. The parties are the land use authorities and municipal well operators within the GSA boundaries, and I am not aware of any public water systems. We would also not have any environmental users, surface water users with hydrologic connection, Native American tribes, or federal agencies involved. Therefore, Section 10723.2 does not provide much guidance for our GSA, and we should guide our membership to persons who are more affected by municipal water issues.

III. Qualifications

Staff recommends that a committee member be required to be a citizen of the United States that is at least 18 years of age, and be either a resident within the GSA area or have his/her primary place of business within this area.

IV. Term

We should recommend that the Board appoint committee members on an annual basis. The Board should reserve the right to dissolve a committee at any time through a vote of the Board.

V. Committee Conduct

Staff should make the following approval recommendations as to the conduct of the Advisory Committee:

1. The Board will appoint the Advisory Committee chair and vice-chair, to serve on a one-year basis. After such a time, the vice-chair will become the chair, and the Board will appoint a new vice-chair.

2. The Board will establish a time and place for regular meetings of the Advisory Committee, and reserve the right to call special meetings as the need may arise.

3. All Advisory Committee meetings shall comply with the Ralph M. Brown Act, Government Code section 54950, et seq.

4. Advisory Committee meeting minutes will be recorded by the GSA Secretary or his designee, and distributed to the Board upon request.

5. The Advisory Committee may make non-binding recommendations to the Board. The Board retains the sole discretion to adopt any such recommendations.

6. A quorum of the Advisory Committee shall be a majority of the appointed committee members that hold a vote. A meeting cannot take place without a quorum, and the affirmative vote of a majority of the members present at a meeting is necessary for the passage of any motion.

7. The voting on all matters shall be made by roll call, and shall be reported as such in the meeting minutes.

8. Unless otherwise specified by the Board, Rosenberg's Rules of Order will be utilized by the Advisory Committee.

9. The Advisory Committee members must regularly attend all meetings, and keep their constituent group informed about ongoing issues and actively seek their input.

10. The Board, in its discretion, may assign tasks to the Advisory Committee. Such assignments should include the duration for completion of a particular task, and a description of the resources, including staff or consultant support, available to the Advisory Committee in performing the task.

Also, the Board should set the time and place for regular meetings, whether monthly, bi-monthly, or quarterly. The Chair of the Advisory Committee should have the ability to call a special meeting if necessary.

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