

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

DEL REY COMMUNITY SERVICES DISTRICT
10649 E Morro Ave
Del Rey, CA 93616

WEDNESDAY, JULY 3, 2019

5:00 PM

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

Items:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment on Items not on Agenda

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

5. Consent Calendar

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

- A. Approve Minutes of June 5, 2019 meeting.

6. Committee Reports
7. General Items

- A. Approve the SKGSA-CID agreement providing for the procurement of surface water for recharge purposes

Secretary's Report

B. Advisory Committee update – Oral report by David Peters

C. Announce time and place for next meeting.

8. Board Member Comments

9. Adjournment

SKJPA BOARD OF DIRECTORS

MEETING MINUTES

SANGER CITY HALL

1700 7th Street

Sanger, CA 93657

Wednesday, June 5, 2019

6:00 PM

Chairman Kazarian called the meeting to order at 6:00 pm.

Board Members Present: Chairman Kazarian, Gonzalez, Henderson, Ramirez, Sonia Hall

Board Members Absent: Pimentel, Palomar

Staff Present: David Peters, Michael Linden

The Flag Salute was led by Member Kazarian.

PUBLIC PRESENTATIONS

None

CONSENT CALENDAR

Member Kazarian made a motion to approve the minutes for April 10, 2019. The motion carried with a unanimous voice vote of all other members present.

COMMITTEE REPORTS

Technical Advisory Committee Update – No new updates since last meeting

GENERAL ITEMS:

- A. Update and request for staff direction regarding water purchase agreement between SKGSA and Consolidated Irrigation District– Oral Report by David Peters*

Group from Technical Advisory Committee has been meeting with CID to come to an agreement for purchasing water for use and recharge from CID. Water that CID will provide will be on an annual basis, at \$395 per acre-foot. About 7,000 acre-feet per year is needed to offset overdraft. Purchases will begin immediately and the entire 7,000 acre-feet are paid off over the course of 5 years. Asking the board consider the agreement and gives direction to staff to have the agreement be placed on city council agendas to consider agreement as a unit and hopefully approve at next SKGSA meeting. Existing cooperative agreements will stay in place, but will be modified to remove all groundwater overdraft language.

B. Adopt 2019-20 Proposed Budget – Oral Report by David Peters

Member Gonzalez made a motion to adopt the 2019-20 budget, seconded by Sonia Hall. The motion passed with a unanimous vote.

SECRETARY’S REPORT

1. Advisory Committee Update – Report by David Peters

A couple of names have been provided, but more are requested.

2. Status update on development of Groundwater Sustainability Plan – Report by Josh Rogers

Provost & Pritchard working on the GSP. Tentative schedule:

- 1st week of July: provide a completed draft of GSP to Technical Advisory Committee
- End of July: provide technical comments to consultant
- 3rd week of August: presentation of full draft and the coordination agreement to tie all plans together and put both out for public review with a 90-day notification notice
- Submit a notice to newspaper for a November 26th public hearing
- October: public comments due
- End of October: board meeting to go through comments
- End of November: public hearing to adopt GSP
- December: final adoption of GSP after any last revisions

3. Announce time and place for next meeting

Fowler on June 27th

BOARD MEMBER COMMENTS

None

ADJOURNMENT

Having no further business Chairman Kazarian adjourned at 6:32 pm.

**COOPERATIVE AGREEMENT
BETWEEN
CONSOLIDATED IRRIGATION DISTRICT
AND
SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY**

THIS COOPERATIVE AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2019 (the “Effective Date”), by and between CONSOLIDATED IRRIGATION DISTRICT, a California irrigation district (“**District**”), and the SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY, a joint powers authority (“**SKGSA**”). The District and SKGSA may be collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. WHEREAS, the District conveys surface water from the Kings River to within the District’s boundaries for surface water irrigation of agricultural lands and to replenish the groundwater aquifer for the benefit of its landowners that use groundwater to irrigate their agricultural lands; and

B. WHEREAS, the cities of Fowler, Kingsburg, Parlier, Selma, and Sanger entered into a joint powers agreement on May 14, 2017, to form a separate joint powers authority known as the SKGSA, for the purpose of creating a separate joint powers authority to be the Groundwater Sustainability Agency (“**GSA**”) for a portion of the Kings Subbasin; and

C. WHEREAS, effective June 30, 2017, the city of Selma withdrew its membership in the SKGSA; and

D. WHEREAS, on or about November 13, 2017, the Del Rey Community Services District (“**Del Rey CSD**”) became a member of the SKGSA; and

E. WHEREAS, the District entered into separate memoranda of understanding with the City of Selma and the County of Fresno to form the Central Kings Groundwater Sustainability Agency (“**CKGSA**”), which also covers a portion of the Kings Subbasin; and

F. WHEREAS, the current boundaries of the SKGSA and the CKGSA are identified in **Exhibit “A,”** which is attached hereto and incorporated herein by this reference, and the area covered by the SKGSA is within the outer perimeter of the area covered by the CKGSA; and

G. WHEREAS, both the CKGSA and the SKGSA are responsible for complying with the Sustainable Groundwater Management Act (“SGMA”) and developing coordinated Groundwater Sustainability Plans (“GSPs”) within the Kings Subbasin; and

H. WHEREAS, on one or more occasions in the past, each of the cities of Fowler, Kingsburg, Parlier, Selma, and Sanger entered into one or more “Cooperative Agreements” with the District regarding the use of District facilities located in or adjacent to the respective city for stormwater disposal and groundwater recharge purposes, as well as addressing matters involving annexation of newly developed land to a city and detachment thereof from District; and

I. WHEREAS, past and current urban development projects in and adjacent to each city within the SKGSA (i) have affected the groundwater levels underlying the SKGSA and District, (ii) use portions of District canals, ditches, basins, ponds, drains and headgates (“District Facilities”) for the disposal of municipal stormwater, and (iii) impact the operation and maintenance of District Facilities; and

J. WHEREAS, the member agencies of the SKGSA desire to continue urban development and to comply with SGMA; and

K. WHEREAS, members of the SKGSA provide potable water to their residents; and

L. WHEREAS, the SKGSA and the District desire to work together to address impacts of urban development on District Facilities and groundwater levels underlying the SKGSA and the CKGSA in order to prevent such impacts from becoming significant; and

M. WHEREAS, the member agencies of the SKGSA, through the SKGSA, desire to purchase water from the District to use for recharge within the boundaries or limits of the SKGSA or the CKGSA to reduce groundwater overdraft in the Kings Subbasin.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for good and adequate consideration, the Parties hereto hereby agree as follows:

1. **Recitals.** The recitals stated above are true and correct and are a substantive part of this Agreement.

2. **Groundwater Extraction and Purchases of Water from the District by the SKGSA for Groundwater Management and Replenishment.**

(a) **Annual Groundwater Extraction.** The SKGSA shall require that groundwater wells operated by the member agencies of the SKGSA or the SKGSA itself that are located within the Kings Subbasin, shall be equipped with meters that accurately measure the

instantaneous flow and accumulated (annual) volume of water extracted by those wells (“**Annual Groundwater Extraction**”).

(b) Recharge Projects. The SKGSA shall help mitigate its member agencies’ portion, if any, of any potential groundwater overdraft within the Kings Subbasin by instituting a process (as set forth below) for the SKGSA to purchase water for the purposes of recharge in existing facilities of the member agencies of the SKGSA, in new facilities of the SKGSA or its members agencies, or in facilities of the District constructed by the District at the sole cost and expense of the SKGSA, or its member agencies (individually, “**Recharge Project**” and collectively, “**Recharge Projects**”).

(c) Net Groundwater Use. Beginning in February 2019, and February of each calendar year thereafter during the term hereof, the SKGSA, or its respective member agency, shall report the following information to the District with respect to the immediately preceding calendar year so the Parties can annually calculate the “**Net Groundwater Use**” within the SKGSA, which shall be equal to forty-two percent (42%) of the Annual Groundwater Extraction in acre-feet of groundwater extracted by the SKGSA or its member agencies as described in Section 2(a) above using a copy of the complete report thereof filed by each SKGSA member agency with the California Department of Health.

(d) Annual SKGSA Surface Water Reservation for Groundwater Management. In March 2019, and March of each calendar year thereafter during the term hereof, the SKGSA shall notify the District of how much surface water it would like the District to reserve for the benefit of the SKGSA. This amount shall be no less than the Net Groundwater Use calculated the month prior, is subject to the obligations and limitations below in this Section 2(d), and shall be referred to herein as the “**Annual SKGSA Surface Water Reservation for Groundwater Management**.” The Parties acknowledge that the Annual SKGSA Surface Water Reservation for Groundwater Management is that amount of water that the SKGSA desires to have the District reserve on its behalf for the benefit of groundwater recharge and that the SKGSA is obligated to pay the Total Annual Groundwater Management Cost (defined below) to the District for this reservation.

Anything to the contrary herein notwithstanding, during the first year of the term hereof, the Annual SKGSA Surface Water Reservation for Groundwater Management shall be not less than one thousand acre-feet (1,000 AF) and, as such, the SKGSA shall purchase and pay

for not less than one thousand acre-feet (1,000 AF) of water from the District. During the second year of the term hereof, the Annual SKGSA Surface Water Reservation for Groundwater Management shall be not less than two thousand acre-feet (2,000 AF) and, as such, the SKGSA shall purchase and pay for not less than two thousand acre-feet (2,000 AF) of water from the District. During the third year of the term hereof, the Annual SKGSA Surface Water Reservation for Groundwater Management shall be not less than three thousand acre-feet (3,000 AF) and, as such, the SKGSA shall purchase and pay for not less than three thousand acre-feet (3,000 AF) of water from the District. During the fourth year of the term hereof, the Annual SKGSA Surface Water Reservation for Groundwater Management shall be not less than four thousand acre-feet (4,000 AF) and, as such, the SKGSA shall purchase and pay for not less than four thousand acre-feet (4,000 AF) of water from the District. During the fifth year and each succeeding year during the term hereof, the Annual SKGSA Surface Water Reservation for Groundwater Management shall be not less than five thousand acre-feet (5,000 AF) and, as such, the SKGSA shall purchase and pay for not less than five thousand acre-feet (5,000 AF) of water from the District. The maximum amount of water that the SKGSA can request from the District for the Annual SKGSA Surface Water Reservation for Groundwater Management starting in the sixth year and each succeeding year during the term hereof is seventeen thousand eight hundred acre-feet (17,800 AF) of water.

(e) Cost. The Annual SKGSA Surface Water Reservation for Groundwater Management shall be multiplied by the sum of Three Hundred Ninety-Five and No/100 Dollars (\$395.00) per acre-foot (the “**Rate**”) to calculate the total cost owed to the District by the SKGSA for that year (the “**Total Annual Groundwater Management Cost**”). The Rate takes into account the activities of the member agencies of the SKGSA, the SKGSA, and the District that assist in groundwater recharge and the detachment from District of land annexed into a city within the SKGSA. Commencing with the first anniversary of the Effective Date and each anniversary thereafter (each a “**Adjustment Date**”), the Rate shall be subject to an annual increase as a result of an increase of the Consumer Price Index (“**CPI**”). The basis for computing each CPI increase shall be the Index All Urban Consumers San Francisco-Oakland-San Jose Area, All Items (1982-84=100) as published by the United States Department of Labor, Bureau of Labor Statistics (“**Index**”). As of each Adjustment Date, the Rate for the forthcoming year shall be calculated pursuant to this provision to be equal to the Rate in effect during the

immediately preceding twelve month period (“**Prior Year**”) multiplied by a fraction, the numerator of which shall be equal to the Index published for the first calendar month of the current year, and the denominator of which shall be equal to the Base Index (as defined below). The “**Base Index**” shall be the Index for the month of the Effective Date (or, if the Index is not published for such month, then the Index published for the month closest, but prior to the Effective Date). For the sixth and each subsequent calculation pursuant to this Section 2(e), the “Base Index” shall be redefined as the Index published for the first calendar month of the current year for which the Rate has last been calculated pursuant to this Section 2(e). The Index for the first calendar month of any given year, if the Index is not published for such month, shall be the Index published for the month closest, but prior to the first calendar month of such year. If publication of the Index by any governmental or private agency is discontinued or if it is so modified that it does not accurately reflect the changes in consumer prices from one year to another, then the Parties shall use such other index as is then generally recognized and accepted for similar determination of changes in consumer prices. If the Index is revised, it shall be converted in accordance with the conversion factor published by the Bureau of Labor Statistics or any other governmental agency then publishing same.

(f) In June of each year during the term hereof, the SKGSA shall include in its budget for the next fiscal year, the amount of the next fiscal year’s Total Annual Groundwater Management Cost.

(g) Beginning in September 2019, and in September of each year thereafter during the term hereof, the SKGSA shall pay the Total Annual Groundwater Management Cost for that year by wire transfer to an account of the District, as designated by the District.

(h) Water Delivery.

(i) District shall deliver the Annual SKGSA Surface Water Reservation for Groundwater Management, purchased by the SKGSA, to a location on the District Facilities, designated by the SKGSA. The SKGSA may then divert that water to a Recharge Project. All timing of such deliveries shall be in the District’s complete and sole discretion and at a time that is convenient for the District. This may include, but is not limited to, during the District’s scheduled water run or during flooding events. However, when feasible, the District shall endeavor to give the SKGSA forty-eight (48) hours prior verbal notice of such deliveries.

(ii) In the event the District offers to deliver all or any portion of the Annual SKGSA Surface Water Reservation for Groundwater Management to the District Facilities on behalf of the SKGSA at times which do not suit the convenience of the SKGSA, the District shall have no obligation to deliver such water on behalf of SKGSA at any future date or time, but the SKGSA shall be obligated to pay for such water in accordance with Section 2(e) above. If the SKGSA refuses to take all or any portion of the Annual SKGSA Surface Water Reservation for Groundwater Management offered by the District at the time that the District offers it, the water shall be deemed “**Rejected Water.**” The District shall not be obligated to provide this Rejected Water to the SKGSA in any future year or as part of the five-year rolling interval. The District may use said Rejected Water for the purposes of the District.

(iii) In the event the District determines, in its sole discretion, that delivery of the Annual SKGSA Surface Water Reservation for Groundwater Management in any given year will interfere with District operations, obligations, or for reasons beyond District control would result in harm to the District, the District shall have no obligation to deliver such water to SKGSA during that particular year. Regardless, SKGSA shall pay the Total Annual Groundwater Management Cost for such water in accordance with the provisions of Section 2(e) above. Although the District shall make all reasonable efforts to meet its obligation to provide the Annual SKGSA Surface Water Reservation for Groundwater Management to the District Facilities within the applicable 12-month period, in accordance with this Agreement and on behalf of the SKGSA, both Parties acknowledge that the District shall, at least, deliver the Annual SKGSA Surface Water Reservation for Groundwater Management on a five-year rolling interval period. This, however, does not obligate the District to carry over any Rejected Water for the SKGSA.

3. **Reorganizations; Adjusting GSA Boundaries.** The Parties understand that in the future the city member agencies of the SKGSA may annex additional land that is currently included in the District’s boundaries. Commencing with the Effective Date, every year, the SKGSA and the District agree to work together to modify the boundaries of the SKGSA and the CKGSA to reflect these reorganizations that have been approved by the Fresno Local Agency Formation Commission, and notify the California Department of Water Resources (“DWR”) accordingly. The SKGSA shall provide all documentation, at its sole cost and expense, required to be submitted to LAFCo, DWR and any other necessary entity, as appropriate.

4. **Grants.** The SKGSA and its member agencies shall work with the District to seek grants to construct the Recharge Projects contemplated by this Agreement.

5. **Water Quality.** The character and quality of water furnished hereunder may vary from time to time and District does not guarantee in any respect the character or quality of the water delivered pursuant to this Agreement. Water is in a raw, untreated condition, and as a result is considered to be unfit for human consumption without treatment. If, at any time during the term hereof, District determines that such water as is available is not of quality suitable for irrigation, the actions of District to deliver water pursuant to this Agreement may be suspended, such actions to resume when District determines that it is once again able to deliver water of suitable quality. Any determination by District as to the suitability of the water for irrigation purposes shall be final and conclusive.

6. **District Facilities; SKGSA/District Standards.** Any Recharge Project constructed by or on behalf of the SKGSA, any SKGSA member agency, or the District, shall follow and be in compliance with the District's Standard Details and Development Standards, as may be amended ("**District Facilities Standards**").

7. **Term; Termination; Early Termination.** This Agreement shall remain in full force and effect for a period of ten (10) years from and after the Effective Date and shall terminate at the expiration of said ten (10)-year period; provided, however, that the term hereof shall continue thereafter for additional terms of five (5)-years each unless either Party hereto, at least ninety (90) days prior to the expiration of the original term or any five (5)-year additional term, gives written notice to the other Party that the Party giving that notice intends to terminate this Agreement at the end of that applicable current term, in which case this Agreement shall then so terminate.

8. **Environmental Approvals.** The Parties acknowledge that the SKGSA is acting as the lead agency for compliance with the California Environmental Quality Act ("CEQA") required by the execution of this Agreement. The Parties have determined the actions authorized by this Agreement are exempt from CEQA, because the actions anticipated by this Agreement will not have a direct or a reasonably foreseeable indirect physical change to the environment. The Parties further determine that this Agreement does not increase services or expand the existing system and are statutorily and categorically exempt from compliance with CEQA as provided in the California Public Resources Code and implemented through Title 14 of the

California Code of Regulations: Section 15061(b)(3) – exempting projects with no potential for causing a significant effect on the environment; Section 15273(a) – exempting the establishment or approval of rates and other charges by public agencies; Section 15301 – exempting continued operation of existing facilities; and Section 15304 – exempting projects involving minor alterations to land, water and/or vegetation. The Parties further determine that this Agreement is exempt from CEQA based on its records of proceedings showing that the Agreement involves no increase in existing service; no new construction, expansion, or any modification to the existing distribution system; and no change in the source of water to be delivered, or the uses to which such supplies will be put. Both Parties further acknowledge that the preparation of their respective GSPs is exempt from CEQA.

9. **Indemnities; Hold Harmless.**

(a) **Indemnity by SKGSA.** The SKGSA shall, to the fullest extent permitted by law, be solely responsible for any and all claims by or damage or injury to persons or property that, without sole negligence or willful misconduct on the part of District result directly or indirectly from the discharge of any water by the SKGSA or its member agencies into District Facilities or the acts or omissions of the SKGSA, or its member agencies, or any of their officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in performing or carrying out the obligations or rights of the SKGSA hereunder. The SKGSA shall indemnify, defend and hold District, and its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers, free of and harmless from any fine, civil penalty, loss, cost, damage, or expense including reasonable attorneys' fees and costs, that may be caused to or incurred by them because of any injury or damage to persons or property arising from the negligence or fault of the SKGSA, or its member agencies, or any of their elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in connection with the discharge of any water by the SKGSA, or its member agencies, into the District Facilities or Recharge Projects or those acts or omissions. This indemnification agreement shall not be restricted to any insurance proceeds available to SKGSA and shall survive the termination of this Agreement.

(b) **Indemnity by the District.** The District shall, to the fullest extent permitted by law, be solely responsible for any and all claims by or damage or injury to persons or property that, without sole negligence or willful misconduct on the part of the SKGSA, or its

member agencies, result directly or indirectly from the ownership, use, operation, installation, maintenance, replacement or repair of District Facilities or from the acts or omissions of District or its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in performing or carrying out the obligations or rights of District hereunder. District shall indemnify, defend and hold SKGSA, and its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers, free of and harmless from any fine, civil penalty, loss, cost, damage, or expense including reasonable attorneys' fees and costs, that may be caused to or incurred by them because of any injury or damage to persons or property arising from the negligence or fault of the District or its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in connection with the District's ownership, use, operation, installation, maintenance, replacement or repair of District Facilities or those acts or omissions. This indemnification agreement shall not be restricted to any insurance proceeds available to District and shall survive the termination of this Agreement.

10. **Default.** If and so long as SKGSA shall be in default in the payment of any sum that comes due to District hereunder or in the performance of any term, agreement, act or condition to be done or performed by SKGSA hereunder, District may suspend all or any of the rights and permissions given to SKGSA hereunder until such default is corrected by SKGSA. Should the District be in default in the performance of any term, agreement, act or condition to be done or performed by the District, the SKGSA may suspend all or any of its rights, duties or obligations hereunder until such default by the District is corrected.

11. **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by overnight courier) or may be sent by regular mail or certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 11. The addresses noted below shall be that Party's address for delivery or mailing of notices.

To District: Consolidated Irrigation District
2255 Chandler Street
P.O. Box 209
Selma, CA 93662

To SKGSA: South Kings GSA
128 S. Fifth Street
Fowler, CA 93625

Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, two (2) days after the postmark thereon. If sent by regular mail the notice shall be deemed given two (2) days after the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or overnight courier. Notices transmitted by facsimile transmission shall be deemed delivered upon confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail in accordance with the provisions of this Section 11. If notice is received after 4:30 p.m. in the time zone in which the Party is located or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

12. **Amendment to Agreement.** No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both the SKGSA and District.

13. **Severability.** In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect. This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the Parties.

14. **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, grantees, transferees, successors, and assigns.

15. **Governing Law.** This Agreement is made under and shall be construed in accordance with the laws of the State of California.

16. **No Partnership/Joint Venture.** This Agreement does not evidence a partnership or joint venture between the SKGSA and District or any other party or affiliate.

17. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

18. **Captions and Headings.** The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define the scope or the extent of this Agreement or the construction of any provision.

19. **Voluntary Agreement; Authority to Execute.** Each Party hereto represents that it has read this Agreement in full and understands and voluntarily agrees to all provision herein. The Parties further declare that prior to signing this Agreement, they each had the opportunity to apprise themselves of relevant data, through sources of their own selection, including consultation with counsel of their choosing, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective Party.

20. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the Parties regarding said matters. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any Party or anyone acting on behalf of any Party which are not embodied int his Agreement and no other agreement, statement or promise shall be valid or binding.

21. **Further Actions.** Both Parties shall cooperate and take such further action as may be necessary or convenient to the performance of this Agreement.

22. **Attorney's Fees.** The Parties agree that in the event of controversy, claim or dispute between the Parties hereto arising out of or relating to this Agreement, the interpretation thereof or the breach thereof, the prevailing Party shall be entitled, in addition to such other relief as may be granted, a reasonable sum as and for attorneys' and paraprofessionals' fees as determined by the arbitrator in any arbitration, court in any litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

“District”

CONSOLIDATED IRRIGATION
DISTRICT, a California irrigation district

By: _____
Earl Hudson, President

“SKGSA”

SOUTH KINGS GROUNDWATER
SUSTAINABILITY AGENCY, a joint
powers authority

By: _____
Karnig Kazarian, Chairman

EXHIBIT "A"

Map Depicting the Boundaries of the SKGSA and the CKGSA