

Board Members

Joe Neves
 Richard Valle
 Doug Verboon
 Rusty Robinson
 Robert Thayer
 Kimber Regan

**Staff**

Chuck Kinney, General Manager
 Mary Lerner, General Counsel
 Catherine Venturella, Clerk

Regular Meeting Agenda

Date: Tuesday, August 12, 2025
Time: 1:00 p.m.
Place: BOARD OF SUPERVISORS CHAMBERS, Kings County Government Center
 1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ website: <https://www.midkingsrivergsa.org>

The meeting can be attended on the Internet by clicking this link:

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or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the Microsoft Teams meeting link information. Members of the public attending via Microsoft Teams will have the opportunity to provide public comment during the meeting. Remote Microsoft Teams participation for members of the public is provided for convenience only. In the event that the Microsoft Teams connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. *Microsoft Teams will be available for access at 12:55 p.m.*

Members of the public who wish to view/observe the meeting virtually can do so on the internet at:
www.countyofkingsca.gov and click on the "Join Meeting" button or by clicking this link:

<https://youtube.com/live/QXewvMZ25BI?feature=share>

****Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.**

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments may become part of the administrative record of the meeting. Comments will not be read into the record, only the names of those who have submitted comments will be read. Written comments should be directed to bosquestions@co.kings.ca.us email by 8:00 a.m. on the morning of the noticed meeting to be included in the record, those comments received after 8:00 a.m. may become part of the record of the next meeting. E-mail is not monitored during the meeting. To submit written by U.S. Mail to: Kings County Board of Supervisors, Attn: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

1:00 PM

CALL TO ORDER
ROLL CALL – Clerk
PLEDGE OF ALLEGIANCE

UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other item of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.

APPROVAL OF MINUTES

- A.** Approval of the minutes from the special meeting for May 13, 2025.

CONSENT CALENDAR

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

- A.** None

REGULAR CALENDAR

- A.** Stakeholder Advisory Committee update – Garrett Gilcrease, Chairperson
- B.** Consider adopting a Resolution to establish a Domestic Well Mitigation Program. – Amer Hussain, Engineer
- C.** Study Session concerning fees for a future election – Amer Hussain, Engineer
- D.** Consider appointing a Secretary to the MKRGSA – Chuck Kinney, General Manager
- E.** Consider an agreement with Geosyntec for Sustainable Yield Study – Chuck Kinney, General Manager
- F.** Consider an agreement with LandIQ for ET services – Chuck Kinney, General Manager
- G.** Financial Update of the MKRGSA – Erik Urena, Treasurer
- H.** Update from the General Manager – Chuck Kinney, General Manager

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

On their own initiative, Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

- ♦ Board Correspondence
- ♦ Information on Future Agenda Items

CLOSED SESSION

- ♦ None

ADJOURNMENT

The next regular meeting is scheduled for September 9, 2025 at 1:00PM.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mid-Kings River GSA office at (559) 852-2362 by 9:00 a.m. on the Monday prior to this meeting.
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Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.
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Board Members

Joe Neves
 Richard Valle
 Doug Verboon
 Rusty Robinson
 Richard Fagundes
 Kimber Regan

**Staff**

Chuck Kinney, General Manager
 Mary Lerner, General Counsel
 Catherine Venturella, Clerk

Special Meeting Action Summary

Date: Tuesday, May 13, 2025
Time: 1:00 p.m.
Place: BOARD OF SUPERVISORS CHAMBERS, Kings County Government Center
 1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ website: <https://www.midkingsrivergsa.org>

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https://youtube.com/live/tXhsRbfln_c?feature=share

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I. 1:00 PM CALL TO ORDER
ROLL CALL – Clerk
PLEDGE OF ALLEGIANCE
MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON, RUSTY ROBINSON
MEMBERS ABSENT: ROBERT THAYER, KIMBER REGAN
MEMBER KIMBER REGAN JOINED THE MEETING AT 1:27 DURING REGULAR CALENDAR #B.

II. UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other item of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item. None

III. APPROVAL OF MINUTES

A. Approval of the minutes from the special meeting for March 11, 2025.

ACTION: APPROVED AS PRESENTED (RR, JN, RV, DV-Aye; RT,KR -Absent)

IV. CONSENT CALENDAR

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

A. None

V. REGULAR CALENDAR

**A. Stakeholder Advisory Committee update – Garrett Gilcrease, Chairperson
INFORMATION ONLY - NOA**

**B. Consider a Groundwater Well Registration Policy. – Amer Hussain, Engineer
ACTION: APPROVED AS PRESENTED (JN, RR, RV, KR, DV-Aye; RT-Absent)**

**C. Consider a Groundwater Pumping Measurement Policy – Amer Hussain, Engineer
ACTION: APPROVED AS PRESENTED (JN, RR, RV, KR, DV-Aye; RT-Absent)**

**D. Consider an initial Private Groundwater Recharge Policy – Amer Hussain, Engineer
ACTION: APPROVED AS PRESENTED (RR, JN, RV, KR, DV-Aye; RT-Absent)**

E. Financial Update of the MKRGSA – Erik Urena, Treasurer

ITEM WAS PULLED AND WILL BE BROUGHT BACK ON A FUTURE AGENDA

VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

On their own initiative, Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

None

♦ Board Correspondence: **None**

♦ Information on Future Agenda Items: **None**

VII. CLOSED SESSION

♦ **None**

VIII. ADJOURNMENT

The next regular meeting is scheduled for June 10,2025 at 1:00PM.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mid-Kings River GSA office at (559) 852-2362 by 9:00 a.m. on the Monday prior to this meeting.

Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.



Date: August 12, 2025

To: Board of Directors

From: Mid Kings River GSA Stakeholder Advisory Committee

Subject: Consider the adoption of a Domestic Well Mitigation Program for the Mid Kings River GSA.

Background

At the Mid-Kings River GSA Stakeholder Advisory Committee meeting held on July 28, 2025, the Stakeholder Advisory Committee voted unanimously (of members present) to recommend that the Mid Kings River GSA Board adopt a Domestic Well Mitigation Program for the Mid Kings River GSA.

Request

The Stakeholder Advisory Committee requests the Board of Directors adopt the attached Domestic Well Mitigation Program for the Mid Kings River GSA.

MID-KINGS RIVER GROUNDWATER SUSTAINABILITY WELL MITIGATION PROGRAM

JULY 2025

PREPARED FOR



PREPARED BY



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ATTENTION!

If you have experienced a loss of drinking water, please contact **Mid-Kings River GSA** at **(559) 852-2670**. The GSA is available to assist with accessing emergency drinking water and interim drinking water supplies. For claims regarding drinking water wells (including agricultural wells used for drinking water purposes), please fill out the online form on the GSA website listed below or contact the GSA directly.

MID-KINGS RIVER GSA

Office: 1400 W Lacey Blvd, Hanford

Phone Number: (559) 852- 2670

Website: www.midkingsrivergsa.org

Email: MKRGSA@co.kings.ca.us

General Manager: Chuck Kinney

1 Introduction

On September 16, 2014, Governor Jerry Brown signed into law a three-bill legislative package, composed of Assembly Bill 1739 (Dickinson), Senate Bill 1168 (Pavley), and Senate Bill 1319 (Pavley), collectively known as the Sustainable Groundwater Management Act (SGMA) and is codified in Section 10720 et seq. of the California Water Code. In his signing statement, Governor Brown emphasized that “groundwater management in California is best accomplished locally.” This legislation created a statutory framework for groundwater management that can be sustained during the planning and implementation horizon without causing undesirable results.

SGMA requires high and medium-priority basins to achieve sustainability by avoiding undesirable results. These basins should reach sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, like the Tulare Lake Subbasin, the deadline for achieving sustainability is 2040.

The Tulare Lake Subbasin (Subbasin) has five groundwater sustainability agencies (GSAs), including the Mid-Kings River GSA, working together to achieve sustainability. To comply with the requirements of SGMA, the GSAs have prepared coordinated groundwater sustainability plans (GSPs). Each of the GSAs submitted additional local information in so-called ‘blue pages’ as part of adopting their GSPs and each is considered a separate GSP. The GSPs present the strategy to achieve Subbasin sustainability by 2040. The Mid-Kings River GSA Well Mitigation Program (“Mitigation Program” or “Program”) is considered part of the MKR GSP.

The Mid-Kings River GSA has agreed to implement this Mitigation Program to provide emergency and interim drinking water supplies and implement long-term solutions for households reliant on domestic and multi-use wells that have lost access to drinking water as a result of groundwater pumping occurring after January 1, 2015, causing dry wells, lost well production or experiencing groundwater quality degradation.

The GSAs will fund administration, outreach, analyses, technical assistance and mitigation services necessary to restore drinking water access for households impacted by groundwater pumping. While households may lose access to drinking water for many reasons, the purpose of this Program is to avoid or address impacts caused by groundwater management activities after January 1, 2015.

1.1 Description of Mid-Kings River GSA

The MKR covers an area of approximately ±97,400 acres in the Tulare Lake Subbasin. The boundary of MKR is presented in Figure 1-1.

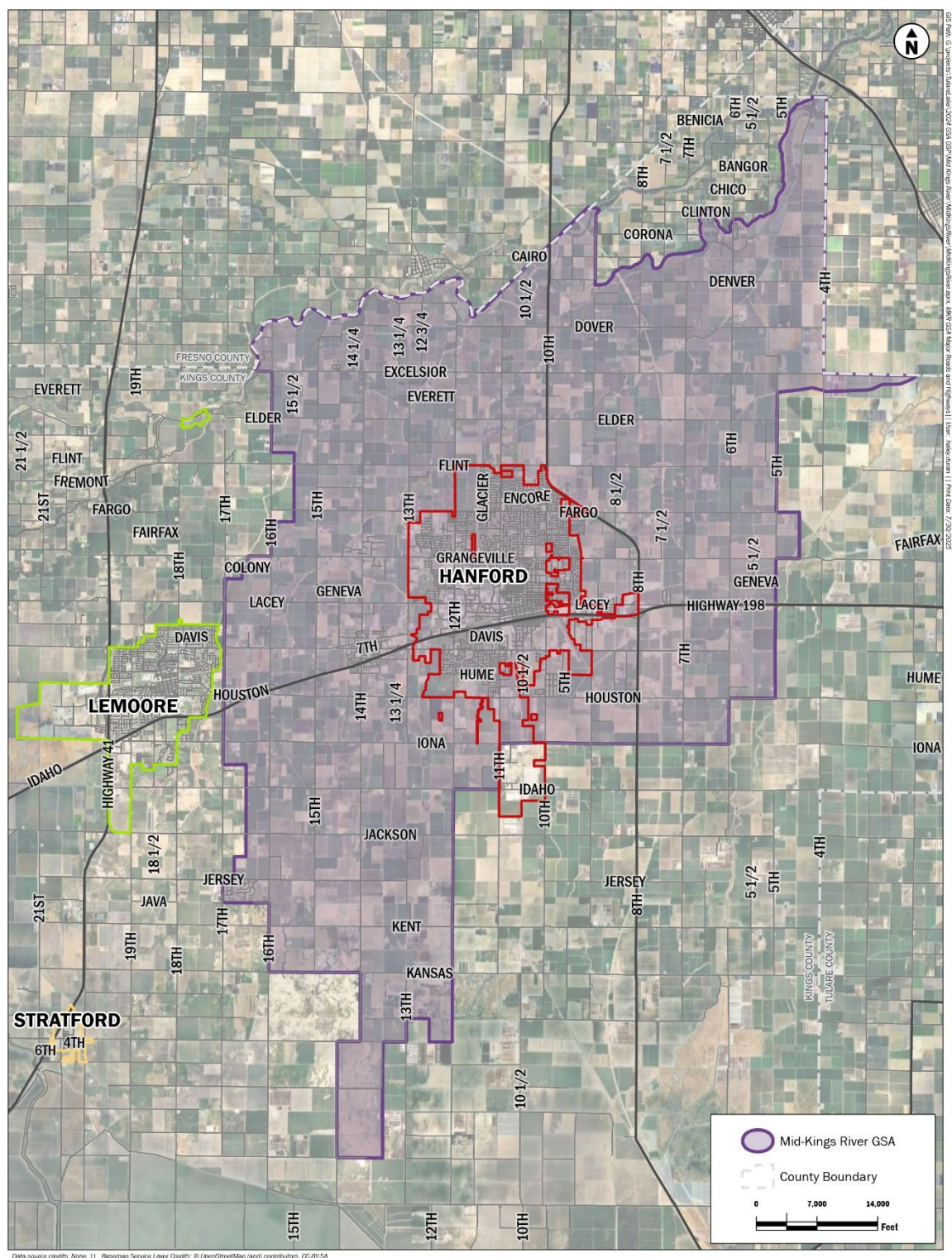


Figure 1-1. Mid-Kings River GSA Boundary

1.2 Mitigation Program Partners

The GSA will likely collaborate in the future with Program Partners for program administration, program outreach, and/or general implementation. The Mitigation Program will be implemented upon approval by the MKR GSA Board and adjusted at a later date as Program Partners are identified. At this time, MKR is evaluating different options for Program Partners to help meet the needs of the Mitigation Program and ensure that the needs of impacted well owners are addressed quickly and efficiently. The Program Partners may be responsible for providing interim drinking water, long-term mitigation support, and educational resources on well stewardship.

The agreement between the GSA and Program Partners will state that it is the GSA's responsibility to cover the costs incurred in implementing the Mitigation Program. This includes costs associated with supplying emergency water, interim supplies, and long-term mitigation measures.

For the purpose of this document, the GSA is listed as the lead agency and the document will be updated in the future to reflect Program Partners.

2 Mitigation Program Overview

The Mitigation Program serves to address undesirable results that may result from groundwater pumping in the GSA. Domestic well owners and communities reliant on groundwater wells for domestic uses have been identified as vulnerable due to the shallow depths typical of domestic wells. While avoiding the need for mitigation all together is ideal, the GSA recognizes the importance of preparation for unintended impacts.

Due to the varying operational uses of groundwater wells throughout the subbasin, the Mitigation Program is branched into two separate tracks. An impacted well owner (Claimant) can either be placed in the Well Mitigation Track or the Technical Assistance Track depending on the operational use of the impacted well. More information on the program tracks is provided in Section 3.1 for the Well Mitigation Track and Section 3.2 for the Technical Assistance Track.

Regardless of the mitigation track designated for a claimant, the following steps will be conducted to successfully implement the Mitigation Program and complete a claim:

1. **Outreach:** Outreach will be conducted by the GSA to communities and well owners at risk of having impacts on their wells from declining groundwater levels. The primary focus of these outreach efforts will be to provide resources that connect well owners to the GSA and spread awareness of the Mitigation Program.
2. **Well Impact Recognition:** Well owners will be able to self-identify the need for well mitigation (i.e. recognize that the well has a problem). The well owner will contact the GSA either by phone or through the website to request well mitigation assistance.
3. **Interim Drinking Water Supplies:** The GSA will review the submitted application and provide emergency water and interim services as needed. Additional information or historical records may be requested from the well owner to better assess the claim.
4. **Mitigation Qualification:** The GSA will review the provided information to decide whether the claim is eligible for the Mitigation Program.
5. **Mitigation Needs Assessment:** Qualified professionals will inspect the condition of the impacted well and report their assessment(s) to the GSA. The GSA will propose a suitable final long-term mitigation measure for eligible claims.
6. **GSA Approval:** The GSA Board will review the Long-Term Mitigation proposal, along with any Terms of Award and cost estimate, and will either motion to move forward with the proposed mitigation or seek alternative mitigation measures.
7. **Mitigation Measure Agreement:** The Claimant will review the mitigation measure(s) approved by the GSA Board and sign an indemnification agreement with the GSA.
8. **Mitigation Award:** Once the GSA Board approval is obtained, the GSA will implement the agreed mitigation measures.

The intent of this Mitigation Program is to assist domestic well owners who have been impacted by groundwater pumping. The GSA will provide guidance to all well owners regarding their claim.

The outline of the mitigation program procedures is presented in Figure 2-1.

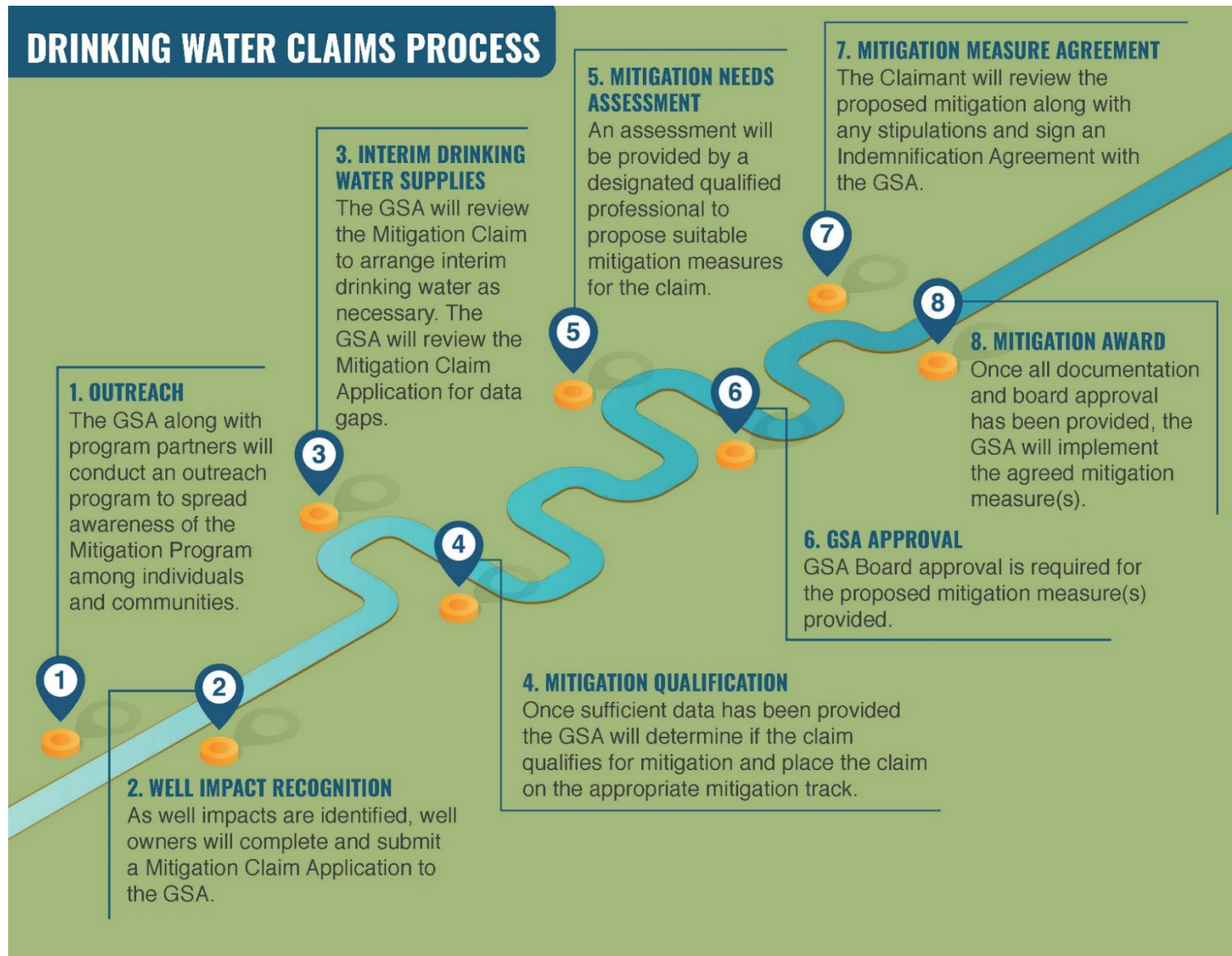


Figure 2-1. Mitigation Program Procedures Outline

2.1 Active Program Management

As the GSA gathers data and understanding from changes in demand management, projects, improved analysis tools, and well registration program, the Mitigation Program is expected to be updated. In addition to improved data and analytics, lessons will be learned through the implementation of the Mitigation Program. Costs to mitigate wells, provide interim supplies, and administration will likely change over time. The GSA intends for the Mitigation Program to be iterative and adapt as new information, funding, and efficiencies are understood.

3 Mitigation Program Tracks

The Mitigation Program has two tracks: (1) Well Mitigation Track and (2) Technical Assistance Track. Figure 3-1 illustrates how the GSA categorizes claims into the appropriate track. More detail on the application process for each track is described under their respective sections of this Program (starting on Page 10 for the Mitigation Track and Page 14 for the Technical Assistance Track).

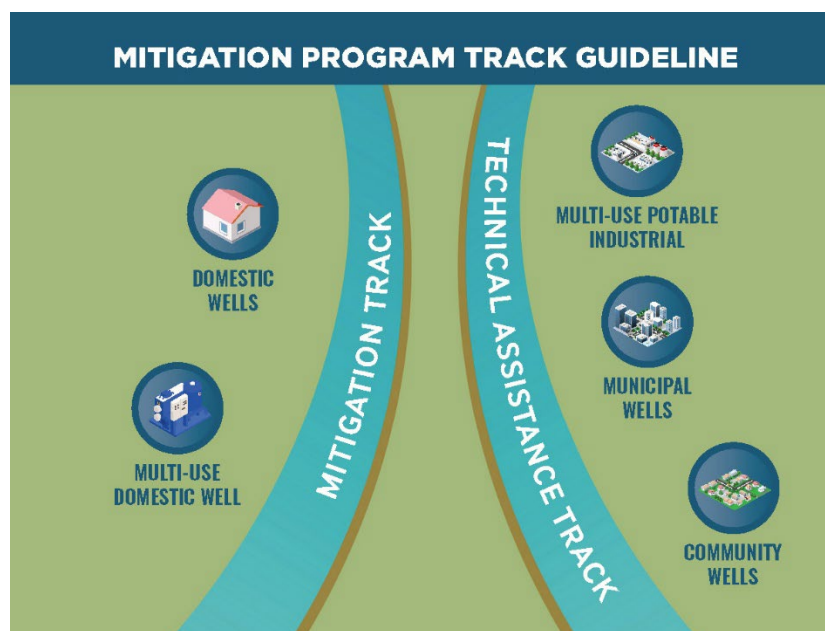


Figure 3-1. Mitigation Program Track Guideline

3.1 Well Mitigation Track Description

The Well Mitigation Track provides emergency drinking water supplies within 24 hours of notification to the GSA and interim drinking water (hauled tank water) within 72 hours. Long-term mitigation solutions for domestic wells and multi-use domestic wells that have been impacted and meet the qualification criteria are presented in Section 5. Multi-use domestic wells are agricultural wells that also supply drinking water to at least one household. Agricultural wells used solely for agricultural purposes are not eligible for assistance under the Program.

Under this Mitigation Program, domestic wells and multi-use domestic wells are defined as having at maximum of four (4) service connections to four (4) separate households. More information on the application process for the Mitigation Track is presented in Section 4.

3.2 Technical Assistance Track Description

The Technical Assistance Track offers up to \$30,000 in funding to support technical assistance including grant development, feasibility planning, or other mechanisms that benefit small community wells, municipal wells, and potable industrial wells that have been impacted. All wells must meet the eligibility criteria presented in Section 5 to be eligible for the Mitigation Program.

Under this Mitigation Program, small community wells are defined as wells or a system of wells that serve between 5 and 299 connections with a year-round population of no more than 2,299 people. Municipal wells are defined as wells or systems of wells that serve more than 300 connections with a year-round population of at least 3,300 people. Potable industrial wells are defined as wells used for both industrial and drinking water purposes. Industrial wells that do not serve drinking water purposes do not qualify under this Mitigation Program.

4 Well Mitigation Claims Process

The Well Mitigation Claims Process is designed to facilitate the most suitable mitigation for both the potential Claimant and the GSA. This process serves to verify eligibility for the program where (1) if an impact occurred prior to January 2015, then the GSA is not responsible for the impact, (2) the well impact must have been induced by undesirable results associated with the lowering of groundwater levels, and (3) impacts to groundwater quality associated with groundwater pumping. This program is intended to address only wells that go dry or have water quality impacts after the date of approval of this program. The GSA will provide educational materials on well stewardship to a disqualified Claimant upon request.

The general outline of the Well Mitigation Program is illustrated in Figure 2-1. Detailed explanations of the mitigation tracks that comprise the Mitigation Program are provided in Section 4.1 for the Well Mitigation Track and information on the Technical Assistance Track is provided in Section 4.2.

4.1 Well Mitigation Track Process

The procedure for a claim placed under the Well Mitigation Track is summarized in Figure 4-1. The process is similar to those presented in Section 2 but additional details are presented. Copies of the expected claim application are presented in Attachment A, however these are subject to periodic updates. The steps that must be taken to satisfy a mitigation claim under the Well Mitigation Track are as follows:

1. **Outreach:** The GSA will conduct outreach to communities and well owners at risk of having their wells impacted by chronically declining groundwater levels. The primary focus of these outreach efforts will be to provide resources that connect well owners to the GSA and spread awareness of the Mitigation Program.
2. **Well Impact Recognition:** Well owners will self-identify the need for well mitigation (i.e. recognize that the well has a problem). The well owner will contact the GSA via phone or website to request well mitigation assistance.
3. **Interim Drinking Water Supplies:** The GSA will review the submitted application and provide emergency water and interim services as needed. Additional information or historical records may be requested from the well owner to better assess the claim.
4. **Claim Qualification:** The GSA will review all provided information to decide whether the claim is eligible for the Mitigation Program.
5. **Mitigation Track Placement:** Following the review of a mitigation claim, the GSA will place the claim under the Well Mitigation Track provided that (1) the mitigation claim meets all of the eligibility criteria and (2) the subject well is operated as a domestic or multi-use domestic well.
6. **Mitigation Measure Selection:** Qualified professionals will inspect the condition of the impacted well and report their assessment(s) to the GSA. The GSA will propose a suitable final long-term mitigation measure for eligible claims.

7. **Claimant Consultation:** Following the recommendation of an appropriate mitigation measure, the GSA and Claimant shall discuss the proposed mitigation measure. Mitigation measures are anticipated to be developed on a case-by-case basis. Criteria for selecting appropriate mitigation are presented in Section 4.1.1.
8. **GSA Approval:** The GSA Board will review the Long-Term Mitigation proposal, along with any Terms of Award and cost estimate, and will either motion to move forward with the proposed mitigation or seek alternative mitigation measures.
9. **Mitigation Measure Agreement:** The Claimant will review the mitigation measure(s) approved by the GSA Board and sign an indemnification agreement with the GSA.
10. **Mitigation Award:** Once the GSA Board approval is obtained, the GSA will implement the agreed mitigation measures.

DOMESTIC WELL MITIGATION TRACK GUIDELINE

	1. Outreach	The GSA, along with program partners, will conduct an outreach program to spread awareness of the Mitigation program among individuals and communities.
	2. Well Impact Recognition	As well impacts are identified, well owners will complete and submit a Mitigation Claim Application found under the MKR GSA website: https://www.midkingsrivergsa.org
	3. Interim Drinking Water Supplies	The GSA will review the Mitigation Claim to arrange interim drinking water as necessary. Additional or historical information may be requested to better assess the claim.
	4. Claim Qualification	The GSA will review all the information provided to decide whether the claim is eligible for the Mitigation Program.
	5. Mitigation Track Placement	The GSA will place the claim under the Domestic Well Mitigation Track.
	6. Mitigation Measure Selection	Certified professionals will inspect the well condition and report their assessment to the GSA such that the GSA can identify a suitable mitigation measure.
	7. Claimant Consultation	The well owner will meet with the GSA to discuss the proposed mitigation measure for the claim.
	8. GSA Approval	GSA Board approval is required for the proposed mitigation measure(s) provided.
	9. Mitigation Measure Agreement	The well owner will review the proposed mitigation along with any stipulations and sign an Agreement with the GSA.
	10. Mitigation Award	Once all documentation and board approval has been provided the mitigation measures will be implemented.

Figure 4-1. Domestic Well Mitigation Track Guideline

4.1.1 Mitigation Actions

Once a well owner contacts the GSA, the interim well mitigation measures listed in Section 4.4.1.1 will be implemented. In the event a well qualifies for mitigation assistance through the claims process, the options that the GSA may consider for appropriate mitigation are listed in Section 4.1.1.2 for long-term mitigation measures. Each claim is unique, and the GSA recognizes the importance of treating each claim on a case-by-case basis. The GSA reserves the right to identify a mitigation action that is not listed in this Program.

4.1.1.1 *Interim Well Mitigation Actions*

In the event of drinking water loss, interim measures may be needed until long-term mitigation can be arranged. Interim mitigation is available through the GSA to ensure the claimant has access to emergency temporary drinking water while their claim undergoes the investigation and qualification phase to identify if the claimant qualifies for long-term mitigation through the Mitigation Plan.

4.1.1.2 *Long-Term Mitigation Actions*

Each claim is expected to be unique, therefore, the GSA reserves the right to identify appropriate mitigation options that may not be listed in this Mitigation Plan. Qualifying domestic water well claims may receive physical assistance and/or technical assistance. The mitigation efforts will be solely focused on the well and will not include other potentially affected items (e.g. landscaping). For multi-use wells, only the domestic well portion will be included in the mitigation program.

Mitigation measures for impacted domestic water wells could include one or more of the alternatives provided in Table 4-1.

Table 4-1. Long-Term Mitigation Measures for Domestic Wells

Mitigation Option	Mitigation Details
Well casing and/or screen repair	Installation of appropriate liners in the impacted well to repair damaged well casings and/or well screens.
Lower the Well Pump	If there is adequate separation between the pump intake and the bottom of the well, the pump may be lowered. Not viable if groundwater levels are within 20 feet of the bottom of the well.
Pump Repair/ Replacement	The well pump must have been damaged by allowable continued overdraft conditions resulting in declining groundwater levels and/or land subsidence.
Replacement Well	Where repair of the casing or screen is not possible, a new replacement well may be drilled and constructed.
Well Deepening	Where space for a new well is limited, redrilling within the impacted well to a deeper depth may be necessary.
Public System Connection	If viable, the impacted property will be connected to a public water system.
Alternative Source	Provide an equivalent water supply from an alternate source.
Grant Support	Includes grant identification, writing, review, and submittal assistance to secure resources.
Other	The GSA may elect mitigation measures not explicitly listed in the Mitigation Program.

4.2 Technical Assistance Application Process

The Mitigation Program includes a Technical Assistance Track for small community wells and municipal wells that have been impacted by groundwater management activities after January 1, 2015.

Groundwater management activities for purposes of this Mitigation Program equate to GSA groundwater management policies. The Technical Assistance Track includes up to \$30,000 reimbursement funding for grant application development, contingency planning, feasibility study, or well design. The application process for the Technical Assistance Track is described below and in Figure 4-2.

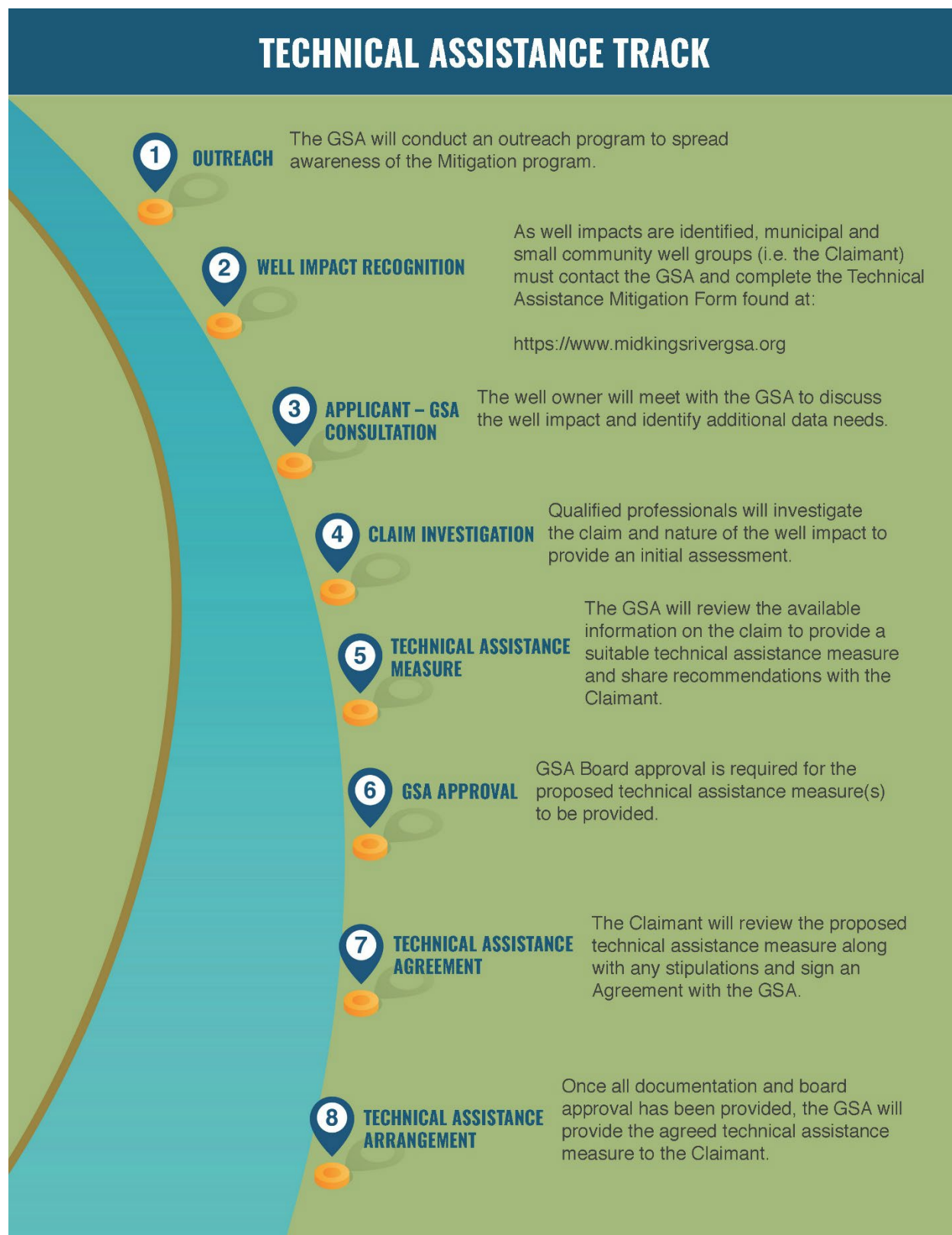


Figure 4-2. Technical Assistance Track

Following the completion and submittal of the Mitigation Claim application, the GSA will arrange to meet with the Claimant to discuss the impact, review the application, and identify any additional data needs. A qualified professional, arranged by the GSA will perform an assessment to determine the likely cause of impact and identify if the well qualifies for technical assistance.

Options for technical assistance include:

1. Grant application preparation
2. Well design
3. Contingency plan development
4. Feasibility plan development
5. With the agreement of the Claimant, financial assistance not to exceed \$30,000

These recommendations will be presented to the GSA Board for approval. Following approval by the Board, the GSA and the Claimant will enter into an agreement that acknowledges the amount of funding, intent of use, and indemnification for liabilities.

4.3 Claims Dispute

In the event a claim is denied by the GSA, the Claimant may appeal the decision to the GSA Board. If the Claimant disagrees with the mitigation proposed by the GSA, a mutually agreed upon third party shall be arranged by the GSA to perform their own evaluation.

4.4 Indemnification

Prior to MKR GSA issuing mitigation, the Claimant and GSA must enter a Mitigation and Indemnification Agreement (Attachment B). The indemnification aspect of the agreement's duty is to hold the GSA (and Program Partners) harmless for any adverse impacts to property, injury, income, etc. associated with implementation of the agreed upon mitigation measure.

5 Eligibility Criteria

Not all impacts to wells qualify for mitigation under this mitigation program. For example, a well's electrical or mechanical failure may be due to reasons independent of groundwater management activities adopted by the GSA. Therefore, criteria were established to determine if an application qualifies for assistance under the Mitigation Program. The Mitigation Program's qualification criteria are shown in Figure 5-1. The same criteria apply for both the domestic well mitigation track and the technical assistance track.

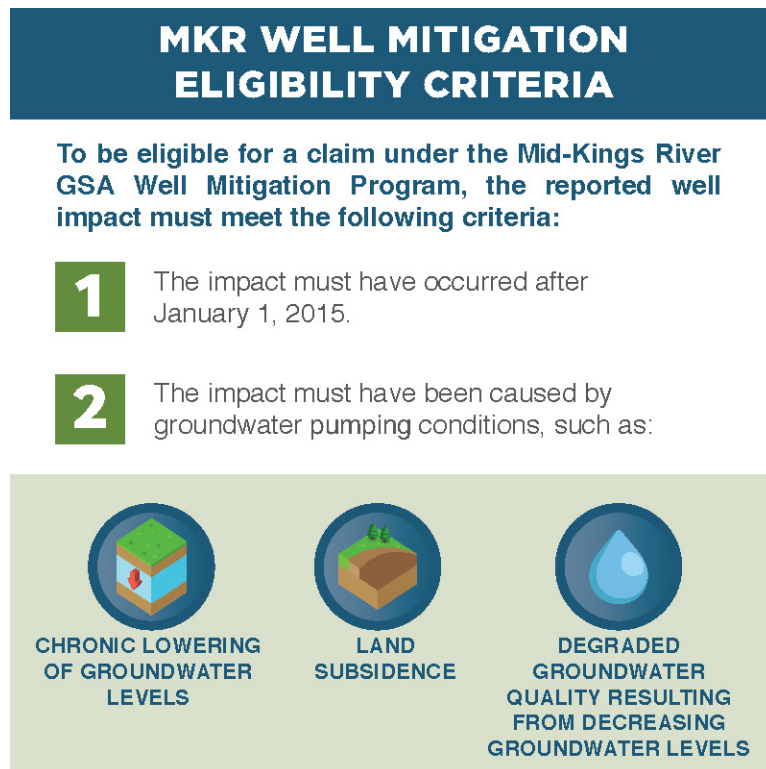


Figure 5-1. Mid-Kings River Well Mitigation Eligibility Criteria

Well owners are encouraged to submit applications immediately upon impact. Reimbursement for impacts already mitigated is not eligible under this Program. Applications for impacts older than 1-year without comprehensive documentation of the impact may not qualify. Documentation that is relevant to the application includes photos of the well, photos and descriptions of site conditions, recorded groundwater level measurements, and groundwater quality data. The documentation is necessary as the current well conditions may not be representative of conditions during the time of impact, hindering an effective evaluation to assess qualification criteria. Well owners with incomplete documentation are encouraged to work closely with the GSA.

Application eligibility will be evaluated on a case-by-case basis. The application processes include evaluations of eligibility based on the qualification criteria. The evaluation of whether the impact occurred due to the groundwater pumping will be conducted as outlined in Section 4.

6 Mitigation Program Outreach

The MKR GSA will conduct an outreach campaign to promote the Mitigation Plan to individuals and communities. The outreach efforts will provide essential information on how to submit a claim and will encourage registration of all wells, including domestic supply wells. The outreach program will include the following actions:

1. Flyers will be mailed to all landowners within the MKR GSA notifying of them of the Well Mitigation Program.
2. Flyers and other outreach materials will be prepared in both English and Spanish.
3. Two (2) public workshops will be held in the GSA to notify the community of the Well Mitigation Program.
4. Domestic well owners identified through the MKR Well Registration program will receive additional notifications via email.
5. The Mitigation Plan will be posted prominently on the MKR GSA website. The website will include a dedicated page that outlines the MKR GSA Mitigation Program and provides detailed information to file a claim.
6. For those without access to the internet, forms and assistance filling out the forms will be provided by the GSA.

Additional outreach efforts may be conducted in accordance with the MKR GSA *Communication and Engagement Plan* currently being updated.

7 Well Registration

Existing domestic well records provided by the Department of Water Resources are incomplete and include inactive and abandoned wells therefore the exact locations of most domestic wells are not well documented. As such, the MKR GSA has committed to develop a well registration program by April 1, 2026 as required in the MKR GSA *Groundwater Well Registration Policy*. The purpose of registering wells is to create a baseline record for each well in the event of a future claim. This can be particularly beneficial for domestic water wells, as many of these wells' construction, maintenance, and exact location are considered data gaps.

The MKR well registration policy states that wells that extract less than two (2) acre-ft per year are deemed de minimis. The registration program requires the well owner to provide available information on well location, construction, water quality, and well maintenance history. A well must be registered with the GSA to be eligible for the Mitigation Program.

Additionally, if a well is registered it may be possible to request GSA assistance before the well goes dry. The GSA will provide technical assistance to well owners with dropping water levels identified through the on-going groundwater monitoring program.

8 Funding

The MKR GSA's mitigation budget is based on cost estimates generated by the potential dry well analysis conducted as part of the MKR Groundwater Sustainability Plan (GSP). This analysis identified potentially at-risk wells by use type across the GSA. The potentially at-risk domestic wells were assumed to receive mitigation of up to \$65,000 per well (including well replacement with all associated emergency/interim supply and administrative costs). Throughout this process, costs for new well replacement will be evaluated to be inline with current market rates on a yearly basis. If needed, changes to the reserve fund will be made accordingly. Potentially at-risk other drinking water well types were assumed to receive the maximum technical assistance award of \$30,000 per well.

The potentially dry well analysis identified up to 90 wells in the MKR that were potentially at risk. This analysis is preliminary and based on historical well installation permits in the previous drought. However, for a conservative estimate, 30 wells were estimated to go dry over a two-year period. Based on an estimate of \$65,000 per well, the mitigation funds required for that time period is \$1,950,000. Therefore, the mitigation budget was set at \$2 million.

Note, the \$2 million mitigation budget includes funding for uncertainty in the analysis, inflation, and climate change as well as funding for program administration, application evaluation, and mitigation for groundwater quality impacts as well as the funding for mitigation and technical assistance for dry wells.

The MKR Well Mitigation Program will be funded through groundwater pumping fees. Future funding for the program will continue to be generated from well pumping fees. If the reserve fund drops below \$1 million, additional funds will be generated through groundwater pumping fees as determined by the MKR GSA Board. MKR is preparing for a Proposition 26 election that is expected to occur in mid-2026.

A mitigation reserve fund will be specifically set aside for use only for the Well Mitigation Program. The funds will be kept separate from other MKR funds and not used for any other purpose.

The mitigation cost and budget earmark will be reevaluated every two years. If necessary, the MKR Board may increase the frequency of evaluating the budget.

APPENDIX A

MKR GSA Mitigation Claim Application

Mid-Kings River GSA Mitigation Claim Application

Pre-Qualification Information

Please circle "Yes" or "No" in response to the questions presented below:		
<i>For domestic water well claims, is an interim water supply such as bottled water or water tank requested?</i>	Yes	No
<i>As the Claimant, will you allow physical access to the adversely impacted well for the GSA or authorized third-party to perform a field investigation?</i>	Yes	No
<i>Is the Claimant the owner¹ of the adversely impacted well in which this claim application applies?</i>	Yes	No

Please describe the reason behind this mitigation claim application:

¹ The Claimant must own the asset of the claim application. If you are not the owner of the impacted well, please provide the contact information of the owner to support the GSA in pursuing communication on the Mitigation Program.

Claimant Information

Date:		
First Name:	Last Name:	Middle Initial:
Address:	City:	Zip:
Mailing Address:		
Phone Number(s)	Primary:	Other:
Email:		
APN:		
Property Size: acres		

Number of Living Units:

Unit 01 Address: _____

Unit 02 Address: _____

Unit 03 Address: _____

Please circle a response:

Is the property within city limits? Yes No Unsure, request GSA assistance to confirm.

Is there a nearby Water System? Yes No Unsure, request GSA assistance to confirm.

Is the water main in front of the home? Yes No Unsure, request GSA assistance to confirm.

Is the property within a flood zone? Yes No Unsure, request GSA assistance to confirm.

Impacted Well Information

Please circle a response:

Impacted well's use:	Domestic	Agricultural	Unsure
Shared well?	Yes	No	Unsure
Shared well agreement?	Yes	No	Unsure
Well water source:	Groundwater	Spring	Other
Units connected to well:	1	2 -4	5+

Please provide as much of the following documentation as is available

Information and supporting documentation are requested in order to expedite the claims process and potential mitigation. In the event that sufficient information is not available to deliver an appropriate mitigation measure or possible causation of well impact, the claim may be disqualified.

- Well completion report
- Well design documentation
- Water Level Records
- Photos
- Maintenance records
- Driller name and contact information
- Water quality records and/or lab reports
- Documentation from neighboring wells' construction, operations, and maintenance

Please fill out the following information to the best of your ability. Additional information may be requested by the GSA in addition to a site visit:

Do you have an idea what the impacted well's issue may be? If so, please explain:	
When was the well installed?	
When did the well become operational?	
When did the well become non-operational?	
Depth of well	
Perforated intervals	
Size of pump	
Depth of pump in well	
Is the condition of the pump serviceable?	
Has the pump been removed from the well?	
When was the last modification to the well made? What was the modification?	
Has the well been abandoned? If so, why?	

Does the well have a pump saver?	
What is the designed capacity of the well?	
What is the recent capacity of the well (note units including daily or monthly)	
Has the well experienced water quality issues? If so, when?	
Have neighboring wells experienced water quality issues? If so, when?	
Is the well located near septic? If so, please provide more information.	

Sketch of Well Site Map

Please include any of the following in the sketch:

- Property boundaries
- Structures
- Cross Streets/Roads
- Fences/Gates
- Access
- North Arrow
- Septic Tank/Leach Lines
- Driveways
- Trees
- Power Poles/Lines
- Existing Wells
- Neighboring homes/properties
- Distance of connection(s) if known
- Dogs/Animals on the property

Annotated photos or aerial images of the property may be used in place of a sketch.

Please also attach photos of the impacted well and pump.

APPENDIX B

Mitigation and Indemnification

**Mid-Kings River Groundwater Sustainability Agency Mitigation and
Indemnification Agreement**

This Well Mitigation and Indemnification Agreement between the Mid-Kings River Groundwater Sustainability Agency ("MKR GSA") and the signatory (the "Claimant") ratifies that MKR GSA will award mitigation assistance to the Claimant upon agreement of the following terms:

1. The Claimant will indemnify and hold harmless MKR GSA, its Board of Directors, Staff, Consulting Staff, Advisory Committee Members, Technical Advisory Committee Members, Offices, Third-Party Facilitators from any and all claims, suits, actions, and liability of any character arising or alleged to arise, out of injuries or damages sustained by any person, persons, or property on account of the Claimant's act or omission, neglect, or misconduct, or in violation of any law, ordinance, or regulation, which was caused to occur during the Claimant's mitigation development or implementation.
2. MKR GSA shall not be liable to the Claimant's staff or guests for any injury incurred while on the property in which mitigation will take place.
3. The Claimant is responsible for paying all taxes owed for income or property value the Claimant receives as a result of the mitigation measure.
4. MKR GSA is awarding the following mitigation measure(s) to the Claimant:

GSA Manager Name: _____

Claimant Name: _____

GSA Manager Signature: _____

Claimant Signature: _____

Date: _____

Date: _____

BEFORE THE BOARD OF THE MID-KINGS RIVER
GROUNDWATER SUSTAINABILITY AGENCY, STATE OF CALIFORNIA

IN THE MATTER OF ESTABLISHING
A WELL MITIGATION PROGRAM

RESOLUTION NO. _____

WHEREAS, the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act (Wat. Code, § 10720, et seq) that went into effect on January 1, 2015; and

WHEREAS, the Sustainable Groundwater Management Act (SGMA) requires all medium- and high-priority groundwater basins, as designated by the California Department of Water Resources (DWR) Bulletin 118, to be managed by a Groundwater Sustainability Agency (GSA) or multiple GSAs; and

WHEREAS, On November 22, 2016 the Kings County Water District, the County of Kings and the City of Hanford executed a JPA Agreement creating the Mid-Kings River Groundwater Sustainability Agency (“MKRGSA”), a Joint Powers Authority. MKRGSA assumed its regulatory role as a GSA for all or portions of its Member’s jurisdictional territory covering a portion of the subbasin prior to June 30, 2017, and has since performed its required duties including submitting a Groundwater Sustainability Plan (“GSP”) to the Department of Water Resources by January 31, 2020. ;and

WHEREAS, On July 29, 2024 the JPA Agreement creating the Mid-Kings River Groundwater Sustainability Agency (“MKRGSA”) was amended to recognize that the Kings County Water District desired to terminate its membership in the JPA and that the remaining member agencies the County of Kings and the City of Hanford were the only two member agencies involved with the JPA moving forward; and

WHEREAS, to control groundwater extractions, SGMA authorizes a GSA to establish groundwater allocations, among other things (Wat. Code, §10726.4, subd. (a)(2)); and

WHEREAS, in June and July of this year, the Agency's Stakeholder Advisory Committee considered an analysis provided by the Agency's engineering consultant regarding a domestic well mitigation program;

WHEREAS, as a result of the Stakeholder Advisory Committee review of this analysis, the committee recommends that the Agency's Board of Directors (Board) adopt the Domestic Well Mitigation Program; and

WHEREAS, the acceptance of this new program will benefit residents of the Mid-Kings River GSA area and ensure that residential domestic wells are protected;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows by the Board of Directors of the Mid-Kings River GSA:

1. The Board hereby finds that the foregoing recitals are true and correct.
2. The General Manager of the Mid-Kings River GSA or designee is hereby authorized to administer the program.

The foregoing Resolution was adopted upon motion by Director_____, seconded by Director_____ at a regular meeting held on the _ day of _____, 2025, by the following vote:

AYES:	Directors
NOES:	Directors
ABSENT:	Directors
ABSTAIN:	Directors

Doug Verboon, Chairperson
Board of Directors, Mid-Kings River GSA

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2025.

Catherine Venturella, Clerk
Board of Directors, Mid-Kings River GSA



Date: August 12, 2025

To: Board of Directors

From: Mid Kings River GSA Stakeholder Advisory Committee

Subject: Study Session concerning fee's for a future election.

Background

At the Mid-Kings River GSA Stakeholder Advisory Committee meeting held on July 21, 2025, the Stakeholder Advisory Committee voted unanimously (of members present) to recommend fee's on a per acre cost within the GSA and also a per Acre Foot fee for water pumped within the Mid-Kings River GSA. This study session will introduce the Mid-Kings River GSA Board of Directors to some of the considerations which were taken into account when the Stakeholder Advisory Committee was discussing the fees.

Request

This is only an informational item and a future agenda item will be brought back to the Mid-Kings River GSA Board of Directors to consider establishing fee's for an election of the people within the GSA.



Date: August 12, 2025

To: Board of Directors

From: Chuck Kinney - General Manager

Subject: Consider Appointment of a Secretary to the Mid-Kings River GSA.

Background

On July 29, 2024 the Joint Powers Authority Agreement for the Mid-Kings River GSA was Amended and Restated which removed the Kings County Water District as a member of the agreement and left the County of Kings and the City of Hanford as the two remaining members of the Agreement. At the same meeting your Board appointed Chuck Kinney as the General Manager to act on behalf of the Authority and perform such other duties as may be imposed by the Board for daily operations of the Mid-Kings River GSA. Counsel has advised the General Manager that the Joint Powers Authority Agreement for the Mid-Kings River GSA does not list a General Manager under its Officers and Employees, but does list the position of Secretary in Section 5.02 of the Agreement which states that the Secretary shall act on behalf of the Authority and perform such other duties as may be imposed by the Board. The Secretary may sign agreements for the Authority when authorized by the Board. Therefore, as the General Manager for the Mid-Kings River GSA I feel that it is appropriate to recommend that your Board consider the appointment of a Secretary to the Mid-Kings River GSA so that the officers and employees identified within the Joint Powers Authority Agreement are filled.

Request

Consider the appointment of a Secretary to the Mid-Kings River GSA.

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**AMENDED AND RESTATED AGREEMENT FOR THE GOVERNANCE OF THE
JOINT POWERS AUTHORITY KNOWN AS THE MID-KINGS RIVER
GROUNDWATER SUSTAINABILITY AGENCY**

THIS AMENDED AND RESTATED AGREEMENT FOR THE GOVERNANCE OF THE JOINT POWERS AUTHORITY KNOWN AS THE MID-KINGS RIVER GROUNDWATER SUSTAINABILITY AGENCY ("Agreement") is made effective July 29, 2024 ("Effective Date") by action of the Mid-Kings River Groundwater Sustainability Agency Board with the agreement of its member agencies the COUNTY OF KINGS, a political subdivision of the State of California ("County"), as defined by California Government Code Section 23000 et seq., and the CITY OF HANFORD ("City"), a California general law city as defined by California Government Code Section 34102 (hereinafter referred to individually as "Member" and collectively as "Members"), to amend and restate the JPA Agreement dated November 22, 2016 forming the Mid-Kings River Groundwater Sustainability Agency ("Original Agreement").

RECITALS:

A. In September 2014, the Governor signed three bills (SB 1168, SB 1319, and AB 1739) into law creating the Sustainable Groundwater Management Act ("SGMA"). SGMA was amended in September and October 2015 when the Governor signed SB 13 and AB 617, respectively; and

B. SGMA authorizes the formation of entities called Groundwater Sustainability Agencies ("GSA"), one or more of which are authorized to implement provisions of SGMA as to each groundwater basin and subbasin falling within the provisions of SGMA; and

C. The Members overlies the Tulare Lake Subbasin (5-22.12 of the Department of Water Resources Bulletin 118 classifications) ("Subbasin") of the San Joaquin Valley Basin ("Basin"), an adjudicated groundwater basin, portions of which underlie the jurisdictional boundaries of each Member; and

D. Each of the Members is a local government entity with water supply, water management, and/or land use responsibilities within the Subbasin and is qualified individually to serve as a GSA under the provisions of SGMA; and

E. Under SGMA, a combination of local agencies may elect to form a GSA through a joint powers; and

F. On November 22, 2016 the Kings County Water District, the County of Kings and the City of Hanford executed a JPA Agreement creating the Mid-Kings River Groundwater Sustainability Agency ("MKRGSA"), a Joint Powers Authority. MKRGSA assumed its regulatory role as a GSA for all or portions of its Member's jurisdictional territory covering a portion of the subbasin prior to June 30, 2017, and has since performed its required duties including submitting a Groundwater Sustainability Plan ("GSP") to the Department of Water Resources by January 31, 2020. ;and

G. On May 30, 2024, the Kings County Water District provided the County of Kings and the City of Hanford 60 days' prior written notice of its termination of membership in the JPA.

H. Having received such notice, the County of Kings and the City of Hanford desire amend and restate the Original Agreement to continue the GSA without the Kings County Water District as a member agency, and to modify the makeup of the Mid-Kings River GSA Board of Directors; and

MID-KINGS RIVER GSA

I. The Members, through the Authority (as defined below), intend to work cooperatively with other GSAs to create a Basin-wide GSP or enter into a Coordination Agreement with other GSAs if multiple GSPs must exist over the Subbasin. The Members desire to continue collecting and organizing data, engaging and retaining experts and consultants, and soliciting feedback from beneficial users, users of groundwater and interested parties within the portion of the Subbasin subject to their jurisdiction, for the purpose of contributing to a Subbasin-wide GSP or for the purpose of creating a GSP for the portion of the Subbasin within their jurisdictional boundaries that will be one of multiple GSPs for the Subbasin that will be coordinated by agreement; and

J. The Members intend by this Agreement to provide for the management and funding commitments reasonably anticipated to be necessary for the above purposes; and

K. The City intends for the County to manage the SGMA implementation, reserving to itself a possible future participatory role in SGMA implementation. Such a future role is separate and distinct from the City's regulatory, land use, and police powers, which are reserved unto the City, and to which the GSA is subject pursuant thereto. The geographic boundaries of the GSA contemplated by the Members are set forth in the map attached hereto as Exhibit "A", which is incorporated herein by this reference; and

L. The Members intend by this Agreement to provide a framework for cooperative efforts for all entities and individuals within the Authority's jurisdictional area and to implement SGMA in the most effective, efficient, fair and reasonable way possible, and at the lowest reasonable cost.

NOW THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the Members hereby agree as follows:

ARTICLE I GENERAL PROVISIONS

Section 1.01. Creation of Authority. Pursuant to California Government Code Section 6500, et. seq., there is hereby created a public entity to be known as the "Mid-Kings River Groundwater Sustainability Agency" ("Authority"), which shall be a public entity separate and apart from the Members, and shall administer this 1st Amendment.

Section 1.02. Purposes. The purposes of this 1st Amendment are:

To create a Joint Powers Authority separate from its Members that will serve as a GSA for a portion of the Subbasin;

To develop, adopt, and implement a GSP in order to implement SGMA's requirements and achieve sustainability goals outlined in SGMA; and

To enter into a Coordination Agreement or similar agreement with other GSAs in order to meet the sustainability requirements outlined in SGMA.

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ARTICLE II POWERS

Section 2.01. Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of all powers authorized under SGMA and necessary to satisfy the requirements of SGMA.

Section 2.02. Restrictions on Exercise of Powers. Pursuant to Government Code Section 6509 et. seq., the powers of the Authority shall be exercised and restricted in the same manner as those imposed upon the County.

Section 2.03. Obligations of the Authority. No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any of the Members, appointed members of the Board of Directors, or committee members. .

Section 2.04. Water Rights. As provided in Water Code Section 10720.5, groundwater management under this Authority shall be consistent with Section 2 of Article X of the California Constitution and any GSP adopted by the Authority shall not determine or alter surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

Section 2.05. Precedence of Land Use Authority. Nothing in this Agreement or a future groundwater sustainability plan shall be interpreted as superseding the land use authority of County or City, including the County General Plan and the City General Plan (Wat.Code § 10726.8(f).)

ARTICLE III GOVERNING BODY

Section 3.01. Governing Board. The Authority shall be governed by a Board composed of Directors ("Board"). All voting power of the Authority shall reside in the Board.

The Directors shall be as follows:

The five (5) elected members of the governing body of the County;

One (1) elected member of the governing body of the City. Such member shall serve at the pleasure of the City and may be removed or replaced by the City at any time.

The office of a Director who is no longer an elected member of the governing body of his/her appointing agency shall be deemed automatically vacant.

Section 3.02. Meetings of the Board. The Board shall call and conduct its meetings in accordance with Government Code Section 54950 et. seq.

Section 3.03. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to each of the Members.

Section 3.04. Voting. Each Director position on the Board shall have one vote.

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Section 3.05. Quorum; Required Votes; Approval. A quorum of the Board for convening of any meeting shall consist of a majority of all Director positions. A quorum of the Board must be present at the time of any vote on any matter before the Board. An affirmative vote of at least a majority of the Director positions present in a quorum of the Board, shall be required for any action of the Board. Notwithstanding the foregoing, approval of certain types of matters shall require the approval of two-thirds (2/3rds) of all Director positions (meaning at least four (4) votes to approve, which would proportionately increase as members are added, if any). The items requiring approval of two-thirds (2/3rds) of all Director positions are: adoption and amendment of budgets, assessments, litigation, hiring or termination of the chief executive officer, adoption or amendment of a GSP, the addition of new Members, the termination or removal of Members, execution and amendment of a Coordinating Agreement with other GSAs, and amendment of this Agreement.

Section 3.06. Bylaws. The Board may adopt bylaws and governing regulations consistent with this Agreement, which may be amended from time-to-time, for the conduct of its meetings and as may be necessary for the purposes hereof.

Section 3.07. Terms of Office. The term of office for each Director shall be consistent with their term on the Board of Supervisors or City Council.

ARTICLE IV COMMITTEES

Section 4.01. Committee Formation. Committees shall be formed by the Board in order to advise the Board on matters that fall within the scope of the particular committee's assignment. Committees may be standing committees or ad hoc committees. The Board shall appoint one (1) Director to be a voting member of and the Chair of each committee. Committees shall meet as often as directed by the Board or, if no such direction is given, as often as necessary, as determined by the Chair of the committee. Committees will be established and dissolved at the discretion of the Board.

ARTICLE V OFFICERS AND EMPLOYEES

Section 5.01. Chair and Vice-Chair. During the Board's first regular meeting of each year, the Board shall elect a Chair and a Vice-Chair from among the Directors. The Chair and the Vice-Chair shall serve at the pleasure of the Board and shall perform the duties normally required of said offices.

The Chair shall: (1) preside at and conduct each meeting of the Board, (2) represent the Board as directed by the Board, (3) be an ex-officio member of each committee established by the Board, and (4) perform such other duties as may be imposed by said Board;

The Vice-Chair shall act and perform all of the Chair's duties in the absence of the Chair; and

The Chair or Vice-Chair may sign all contracts and agreements as approved by the Board.

Section 5.02. Secretary. The Board shall appoint a Secretary from among the employees of the Authority, the

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employees of the Members, or if no such employees exist, a consultant. The Secretary shall serve at the pleasure of the Board. The Secretary shall act on behalf of the Authority and perform such other duties as may be imposed by the Board. The Secretary may sign agreements for the Authority when authorized by the Board.

Section 5.03. Treasurer and Auditor.

The Treasurer is designated as the fiscal agent and depository for the Authority. The initial Treasurer for the Authority following this amendment shall be the Director of Finance of the County, or designee thereof. The Authority shall reimburse the County for all contributions and expenses incurred by the County pursuant to the County Director of Finance's role as Treasurer, or for any other administrative assistance provided to the Authority by the County. The Authority and the County may enter into a separate agreement regarding reimbursement of the County for any and all contributions and expenses incurred by the County consistent with this Section.

Thereafter, the Treasurer shall be appointed by the Board. The Treasurer shall be the depository and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in the joint operating fund, established later in this Section, or in such other separate accounts as may be necessary, in the name of the Authority and not commingled with the funds of any Member or any other person or entity. Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders to the extent provided by resolution or indenture.

The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating and other expenses incurred by the Authority, and will initially be funded by Member contributions as set forth in the initial and annual operating budgets. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval of the Board and in accordance with Board directions and authorizations concerning authorized account signatories. The Authority's Members may invest any money in the treasury that is not required for its immediate necessities in the same manner, and upon the same conditions, as any local agency may do pursuant to Government Code Section 53635.

There shall be strict accountability of all funds, and the Treasurer designated by the Board shall report any and all receipts and disbursements to the Board with such frequency as shall reasonably be required by the Board. The Authority will utilize the services of an outside independent certified public accountant ("Auditor") to make an annual audit of the accounts and records of the Authority as required by Government Code Section 6505, unless the Board, by unanimous vote, elect to conduct the audit for a two (2) year period. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts pursuant to Government Code Section 26909, and shall conform to generally accepted accounting principles. The Auditor selected by the Authority shall be formally designated by a resolution

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adopted by majority vote of the quorum present stating the effective date of the appointment and the term of the appointment.

Section 5.04. Officers in Charge of Records; Funds; and Accounts. Pursuant to Government Code Section 6505.1, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 5.05. Employees and Consultants. The Board may hire employees and consultants, including without limitation managers, engineers, field staff, accountants and attorneys, to provide services and leadership to the Authority to accomplish the purposes of the Authority.

ARTICLE VI

ACCOUNTS AND REPORTS; FUNDS

Section 6.01. Accounts and Reports. The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the public and representatives of the Members. The Auditor, within one hundred twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members.

Section 6.02. Annual Budget. The Board shall annually adopt a budget for the Authority. The Treasurer shall disburse funds as set forth in the adopted budget. Members shall make contributions which shall be included in the budget adopted by the Board. A Director's affirmative vote to approve a budget does not constitute consent to finance or otherwise participate in any project or projects within that budget.

Section 6.03. Intention for Reimbursement for Expenditures from Alternative Funds. It is the intention of the Members that the advancement of monies by any Members for expenses of the operational needs of the Authority shall be reimbursed from the proceeds of grants or other funds, if alternative funds are obtained and such reimbursement is allowed by law. Additionally, in accordance with Government Code Section 6512.1, the Board may direct repayment or return to the Members of all or part of the contributions made by the Members, upon such terms as may be consistent with any indebtedness incurred by the Authority. Unless otherwise prohibited by the alternative funding source, said alternative source's funds will be disbursed before local funds for covered Authority obligations.

As of the date of this First Amendment, the GSA has an existing debt to former member Kings County Water District of approximately \$532,350 and a debt to the City of Hanford of approximately \$150,000. These funds are expected to be paid back as practicable following receipt of grant funds and/or a successful Proposition 218 election passed by Authority landowners. It is anticipated that a portion of the Proposition 218 funds will be used to pay for ongoing GSA expenses and a portion to repay the existing debts of the Mid-Kings River GSA so that those existing debts can be repaid in a time period close to within 4 years of the successful Proposition 218 election being passed by Authority landowners.

Section 6.04. Assessment of Members. The Board may vote to assess Members for a share of costs incurred

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by the Authority or which are anticipated to be incurred by the Authority based on methods described below. Assessments paid by Members shall be treated as loans to the Authority.

It is the intent of the Members to financially support the Authority only until the Authority can financially sustain itself by developing a reliable funding stream through assessments, water charges or other potential fees. Once the Authority becomes financially self-sustaining, the Members will be reimbursed for the initial start-up funding provided to the Authority. Reimbursement will occur such that the oldest contributions will be reimbursed before newer contributions.

The method of cost allocation among the Members is envisioned to evolve over time. However, from the effective date of the JPA Agreement to the effective date of its First Amendment, cost has been split 75% to the District and 25% to the City. As a starting place following this First Amendment, it has been agreed that for the GSA's next fiscal year beginning in January 2025, costs will be split 89% to the County and 11% to the City, which allocation is partially based on acres of land within each agency's coverage area. Cost sharing for subsequent budgets will be negotiated in good faith at the time when those budgets are considered.

All assessments shall be paid by Members within sixty (60) days of the approval of the assessment by the Board.

ARTICLE VII MEMBERSHIP

Section 7.01. Other Members. The Board may vote to approve other entities to be Members of the Authority, as well as to appoint representatives of new Members serving as Directors and alternate Directors on the Board.

Section 7.02. Removal of Member. The Board may vote to remove any Member as a member of the Authority in accordance with Section 3.05.

ARTICLE VIII TERM; WITHDRAWAL; TERMINATION

Section 8.01. Term. The Authority shall continue in existence until dissolved by the Members. Dissolution of the Authority will occur only by unanimous written consent of all Members.

Section 8.02. Withdrawal of Member/Territory. A Member may terminate its membership in the Authority at any time, or, alternatively, authorize the withdrawal of land within its service area or political boundary, by giving sixty (60) days' prior written notice of the withdrawal to the Authority. A withdrawing Member shall be entitled to: (i) all data, information, and work product gathered and developed by the Authority and the Authority's contractors and consultants through the end of the then-current fiscal year or the effective date of the Member's withdrawal, whichever is later; and (ii) an interest in the Authority's assets in proportion to the withdrawing Member's past unreimbursed contributions and its share of obligations and liabilities for which it will remain responsible following withdrawal. Any such withdrawal shall continue to obligate the Member to pay its share of all debts (e.g. budgeted funding commitments within the fiscal year, indebtedness related to asset acquisition, regulatory fees), liabilities, and obligations incurred or accrued prior

MID-KINGS RIVER GSA

to the effective date of such withdrawal.

Should a Member choose to withdraw from the Authority or to authorize the withdrawal of territory within its service area or political boundary in accordance with the terms of this Agreement, that Member expressly retains the right to serve as the GSA or, alternatively, will ensure GSA coverage by another entity, in coordination with Department of Water Resources and subject to the requirements of the Act, for that portion of the Subbasin underlying its jurisdictional boundaries or service area.

Section 8.03. Disposition of Assets. Upon termination of the Authority, any assets shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code § 6512.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01. Amendments. This Agreement may be amended by the Board at any time, or from time to time. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the Members in accordance with Section 3.05.

Section 9.02. Claims. All claims against the Authority, including, but not limited to, claims by public officers and employees for fees, salaries, wages, mileage, or any other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title I of the Government Code, which describes the appropriate content of a claim.

Section 9.03. Indemnification. The Authority shall indemnify, defend, and save harmless the Members, their officers, agents, and employees, and appointed members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Authority in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Authority's performance of its obligations under this Agreement. Nothing herein shall limit the right of the Authority to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

Section 9.04. Insurance. The Authority shall obtain insurance for all Members, appointed members, and committee members, including but not limited to directors' and officers' liability insurance and general liability insurance containing policy limits in such amounts as the Board of Directors shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Authority.

Section 9.05. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

Section 9.06. Sole and Only Agreement. This Agreement supersedes any and all other agreements,

MID-KINGS RIVER GSA

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 in this Agreement and no other agreement, statement or promise shall be valid or binding.

Section 9.07. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

Section 9.08. Notices. All notices required or permitted by this amended JPA or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 5. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To City of Hanford:	City of Hanford City Manager 315 North Douty Street Hanford, CA 93230 Telephone: 559-585-2515
To County of Kings:	County of Kings Community Development Director 1400 W. Lacey Blvd., Bdg. #6 Hanford, CA 93230 Telephone: 559-852-2680
With copy to:	County Counsel 1400 W. Lacey Blvd., Bdg. #4 Hanford, CA 93230 Telephone: 559-852-2445

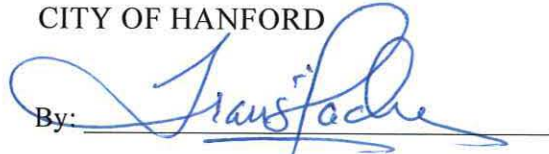
Any Party may, by written notice to the others, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. 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 to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

MID-KINGS RIVER GSA

IN WITNESS WHEREOF, the Members hereto execute this Agreement to be effective on the date first written above.

City:

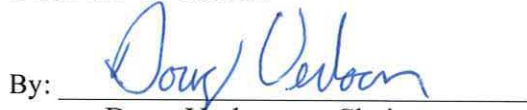
CITY OF HANFORD

By: 

Travis Paden, Mayor

County:

COUNTY OF KINGS

By: 

Doug Verboon, Chairman
Kings County Board of Supervisors



Date: August 12, 2025

To: Board of Directors

From: Chuck Kinney - General Manager

Subject: Consider approving the agreement with Geosyntec for a Sustainable Yield Study.

Background

In 2022, the Mid-Kings River GSA authorized the hiring of Geosyntec Consultants Inc. to facilitate the management and implementation of a Round 1 Sustainable Groundwater Management Act Implementation Grant which the State of California awarded to the Mid-Kings River GSA on behalf of the Tulare Lake Subbasin. The grant award was in the amount of \$7,600,000 which was to pay for five different components which were listed within the grant. 1) The administration of the grant 2) construction of a new recharge basin as well as improvements to several other existing recharge basins which were implemented by the Kings County Water District 3) a reclamation project along the Kings River which was implemented by the Kings River Conservation District 4) modifications to an existing overspill basin to develop it for recharge and storage which was implemented by the Corcoran Irrigation District 5) Basin Assessment Studies which included the updating of the Groundwater Sustainability Plan (GSP) and an update to the Groundwater Model of the entire subbasin.

Over the life of the grant some of the projects came in below the authorized budget and following discussions with the General Managers of the 5 GSA's within the Tulare Lake Subbasin it was agreed upon that Mid-Kings River GSA Staff should work with the State to see if it would be possible to utilize these remaining funds towards activities which were undertaken as part of this grant, but not fully funded and adding a Sustainable Yield study to the grant for the Tulare Lake Subbasin. State Staff have agreed to an amendment of the grant which authorizes some of the funds to be utilized to repay the five GSA's for costs associated with the updating of the water model for the Subbasin which previously was not covered in full by the grant and the amendment also allows for the Sustainable Yield Study to be added as an eligible activity. Geosyntec Consultants Inc. has been involved with this grant since the beginning and have provided an agreement for your Boards consideration to authorize their company to provide the services necessary to complete the Sustainable Yield Study for the subbasin. The cost for this service is listed in the attached agreement at \$65,000, of which funding for the Sustainable Yield Study will be paid for through reimbursement from the Round 1 Sustainable Groundwater Management Act Implementation Grant.

Request

The General Manager recommends that the Board of Directors approve entering into the attached agreement with Geosyntec Consultants Inc. to provide service necessary to complete a Sustainable Yield Study for the Tulare Lake Subbasin and authorize the General Manager to sign the agreement.

July 22, 2025

Mr. Chuck Kinney
General Manager
Mid Kings River GSA
1400 W Lacey Blvd
Hanford, California 93230

**Subject: Updated Proposal to Prepare
Sustainable Yield Management Study
Tulare Lake Subbasin**

Dear Chuck:

Geosyntec Consultants Inc. (Geosyntec) is pleased to submit this revised proposal for the preparation of the groundwater sustainable yield management study (Study) for the Tulare Lake Subbasin (TLSB) Groundwater Sustainability Agencies (GSAs). This work was originally authorized back in February 2023 but the GSAs opted not to move forward at that time.

The Study is required to link hydrogeologic analyses of sustainable yield to policy decisions and management programs to manage groundwater pumping in the Tulare Lake Subbasin and each GSA. The goal of the study is to provide a foundation to manage pumping within each GSA that is coordinated at a basin scale through mutually agreed-upon definitions of terms, hydrogeologic settings, and allocation criteria. The study will be linked to other activities currently underway in preparation for the 2025 GSP update, such as updates to the groundwater flow model, well inventories, groundwater monitoring, consumptive use and pumping estimates, and PMAs identified in the GSP. Geosyntec will work closely with the GSA Managers and key stakeholders as needed to prepare the Study.

SCOPE OF WORK

The scope of services described below is somewhat broad to allow flexibility in responding to direction received by the TLSB GSA Managers.

Task 1: Project Coordination and GSA Manager Interactions

Geosyntec will coordinate with the GSA managers to develop and discuss specific aspects and desired outcomes of the Study. This will be accomplished through the normal monthly GSA Manager meetings. We anticipate that up to three meetings will include presentation of materials

on this study. This task does not include stakeholder outreach meetings or meetings with outside agencies.

Task 2: Sustainable Yield Management Memorandum

The first deliverable will be a technical memorandum that will describe the basic components of the allocation process and associated allocation methodology, including:

- **Total Allocation:** The total allocation for the basin represents the total amount of long-term groundwater withdrawal (in AF/year) from all aquifer zones that does not cause undesirable results. The total allocation should align with the basin-scale goals and objectives expressed in each GSA's GSP to comply with SGMA and achieve sustainability by 2040. The total allocation can be subject to constraints or thresholds that would "pass down" to individual GSA-scale allocations.
- **GSA-Scale Allocation:** The GSA-scale allocation refers to the process of splitting and distributing the total allocation for the Tulare Lake Subbasin to each GSA. This is a "Basin-to-GSA" process that should be governed through the Coordination Agreement. The GSA-scale allocation essentially divides the total allocation into an annual allocation volume for the each GSA, expressed in AF/year.
- **Landowner Allocation:** Landowner allocation refers to the process that each GSA uses to distribute the GSA allocation to individual groundwater users within each GSA. This is a GSA-to-Landowner process and each GSA can have specific policies and definitions to allocate and monitor pumping of individual wells or wellfields. Landowner allocation is often expressed in units of AF/acre, but the total volume of allocation to landowners (in AF/Year) must not exceed the GSA allocation.

This technical memorandum focuses on the GSA-scale allocation that assigns an annual volume of allowable groundwater withdrawal to each GSA, expressed in AF/year. How that volume is then distributed to individual landowners is left to each GSA and their desired permitting process. However, this memorandum will also include :

1. An overview of the groundwater modeling conducted to determine the total allocation; and
2. A discussion of the landowner allocation process and what efforts should be made to maintain consistency between each GSA's landowner allocation policy.

The intent of the memo is to initially provide a "strawman" of management approaches for GSA managers to consider and how those approaches to be customized and implemented within each individual GSA.

Mr. Chuck Kinney
July 22, 2025
Page 3

A draft memo will be prepared for review and comment by the GSA managers. Comments and changes will be incorporated as needed and a final white paper will then be prepared and used in subsequent tasks.

SCHEDULE AND FEE

Upon notice to proceed, we will initiate Tasks 1 and 2, with an expected completion of the Study (Task 2) by November 2025. The total cost of Task 1 and 2 is estimated at \$65,000. The fees presented are our best estimate at this time and may vary for each task. However, we will not exceed the total amount with prior authorization. The work will be conducted in accordance with Geosyntec 2025 Fee Schedule.

We understand that the study is being funded through the SGM Round I grant and will work with the TLSB to comply with those requirements.

Task	Estimated Fees
Task 1: Project Coordination	\$25,000
Task 2: Technical Memorandum	\$40,000
TOTAL	\$65,000

AGREEMENT AND CLOSURE

We understand that the Mid-Kings River GSA will hold the contract for the Tulare Lake Subbasin GSAs. This work will be completed under the existing Professional Services Agreement with MKR GSA.

Geosyntec appreciates the opportunity to serve the Tulare Lake Subbasin GSAs. If you find this proposal acceptable, please sign below to authorize us to proceed. Should you have any questions or require additional information, please contact Amer Hussain at (559) 479-2013.

Sincerely,



Amer A. Hussain, P.E.
Senior Principal Engineer

Mr. Chuck Kinney
July 22, 2025
Page 4

By its signature below and/or authorizing Geosyntec Consultants to proceed in accordance with this Proposal, the Mid-Kings River GSA, on behalf of the Tulare Lake Subbasin GSAs, accepts and agrees to the Services, Schedule, and Compensation described above and the terms and conditions of the existing Professional Services Agreement.

Name

Signature and Date



Date: August 12, 2025

To: Board of Directors

From: Chuck Kinney - General Manager

Subject: Consider approving the agreement with Land IQ for evapotranspiration (ET) services.

Background

The Mid-Kings River Groundwater Sustainability Agency (MKRGSA) has utilized Land IQ for developing a monthly field by field estimate of actual evapotranspiration (ET) that occurs within the GSA for the last four years. When the Kings County Water District terminated their participation within the MKRGSA as a member, they agreed to continue paying for the Land IQ services through March of 2025. On May 13, 2025 your Board adopted a groundwater pumping measurement policy which established allowable methods to measure groundwater pumping. ET is one of the allowed methods; therefore, the monthly field by field estimate of actual ET from Land IQ is needed for the GSA to manage the groundwater pumping within the Mid-Kings River GSA area. The attached agreements outline the services which would be provided by Land IQ over the next 3 years. The cost for this consulting services will run \$70,332 in year 1, \$72,444 in year 2 and \$74,616 in the final year of this contract. Currently the Mid-Kings River GSA has not established any land based or water based fee's so the cost of this service would be paid for with funds from the County of Kings and the City of Hanford as outlined in Section 6.04 of the Joint Powers Authority Agreement. At such point in the future when fee's are established for the Mid-Kings River GSA then the cost of this service would be paid for from that funding source.

Request

The General Manager recommends that the Board of Directors approve entering into the attached agreement with Land IQ to provide ET services and authorize the General Manager to sign the agreement.

LAND IQ, LLC

CLIENT SERVICES AGREEMENT

This **CLIENT SERVICES AGREEMENT** (the “**Agreement**”) is made and entered into effective as of **August 12, 2025**, by and between **Land IQ, LLC**, a California limited liability company, (“**Land IQ**”), and **Mid Kings River Groundwater Sustainability Agency**, a joint powers authority (“**Client**”).

WHEREAS, Land IQ is engaged in the business of providing services to its clients that involve, among other services, technical consultation, research, and performance of analyses related to soil, landscape, remotely sensed imagery, water, air, and crop production data, hydrological modeling, ecological systems, agriculture, water quality and supply management, irrigation, plant water use, geospatial analysis, environmental regulatory compliance, and legal support.

WHEREAS, Client desires to engage Land IQ to perform certain Designated Services (defined below), and Land IQ desires to perform such Designated Services, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises in this Agreement, and all other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Designated Services

Client hereby engages Land IQ, and Land IQ hereby accepts such engagement, at all times during the Term (as hereinafter defined), to provide those services to Client described on the Statements of Work entered into and attached hereto from time to time by the parties, each of which Statement of Work shall relate to a specific project, shall be substantially in the form of **Exhibit A**, and shall be attached hereto and incorporated into this Agreement at the time such Statement of Work is agreed upon by the parties hereto (collectively, the “**Designated Services**”). Each such Statement of Work shall also set forth the Designated Services that shall be performed by Land IQ and may include descriptions of deliverable items (“**Deliverables**”), deliverable schedules, acceptance criteria, and other payment schedules. Although approved at project initiation, the Designated Services and any limitations on charges may be modified from time to time as agreed to in writing by the parties, for the applicable Statement of Work.

2. Compensation and Billing

In consideration of the performance of the Designated Services described in each Statement of Work, Client shall pay to Land IQ compensation in the form of professional fees at the rates or in the amounts and at the times set forth on such Statement of Work. Professional fees shall be charged either on a time and materials basis, unit cost basis, or on a fixed fee basis, depending upon the terms of each applicable Statement of Work.

If the Designated Services are performed on a time and materials basis, or if specifically agreed in the Statement of Work, Client shall reimburse Land IQ for (i) items of property; (ii) materials; and (iii) and out-of-pocket expenses, costs, and disbursements set forth on such Statement of Work. Land IQ agrees to provide Client with access to such original receipts, ledgers, and other records as may be reasonably appropriate for Client or its accountants to verify the amount and nature of any such (i) items of property; (ii) materials; or (iii) expenses, costs, and disbursements. If the Designated Services are performed on a time and materials basis, or if specifically agreed in the Statement of Work, Client shall pay all applicable sales and other similar taxes, if any, based upon the Designated Services.

Notwithstanding the above, the compensation to be paid to Land IQ in connection with the performance of the Designated Services is subject to modification by the parties hereto in connection with any written modifications to the Designated Services hereunder, as provided in Section 1 above.

Land IQ shall invoice Client for amounts due from the performance of the Designated Services on a monthly basis except as otherwise agreed upon in a Statement of Work, and Client shall pay all invoiced amounts within thirty (30) days after the date of the applicable invoice unless other arrangements are made in advance. All unpaid invoices shall accrue interest at the rate of one and one-half percent (1.5%) per month to the extent that they are not paid by the end of such thirty (30) day period. Any payment will be applied first to accrued interest, then to accrued late charges and then to any remaining

balance. Client shall also be responsible for all costs and attorneys' fees incurred by Land IQ in collecting delinquent amounts.

3. Termination/Suspension of Services

The term of this Agreement (the "**Term**") shall begin on the date hereof, and shall continue until terminated pursuant to the terms hereof.

Either party shall have the right to terminate this Agreement for any reason whatsoever upon thirty (30) days' prior written notice thereof to the other party. Furthermore, either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party if such other party breaches any of the terms of this Agreement or fails to perform or observe any of its obligations hereunder (a "**Breach**"), and such Breach is not cured within a period of ten (10) days after the receipt by the breaching party of written notice of such Breach specifying the nature of the Breach. In addition, Land IQ may suspend the performance of the Designated Services upon ten (10) days' prior written notice to Client if timely payment of invoices is not made.

Upon termination of this Agreement for any reason, Client shall pay to Land IQ all earned but unpaid professional fees and other amounts hereunder, and all reimbursable but unreimbursed expenses, costs, and disbursements described in the Statement of Work. Land IQ shall deliver to Client, upon termination of this Agreement, any (i) items of property; (ii) materials; and (iii) items of property and materials purchased through out-of-pocket costs, expenses, or disbursements for which Land IQ claims any right to reimbursement

Upon termination of this Agreement for any reason, Land IQ shall promptly return to Client copies of all Deliverables completed at time of termination, as described in the subject Statements of Work, except for one (1) copy, which Land IQ shall be entitled to keep. If the "Deliverables" described in the Statement of Work contain any Confidential Information (defined below) data furnished by Client to Land IQ, Land IQ shall not be entitled to keep any copies of such data, and Land IQ shall certify in writing that it has destroyed any physical copies of such data and electronically purged any such data from its computer systems. Furthermore, upon termination of this Agreement for any reason, Client shall promptly return to Land IQ copies of all physical or electronic embodiments of all Tools and Rights (defined below), including—except for the Deliverables or as may be contained in the Deliverables—all materials incorporating the proprietary information of Land IQ, and Client shall not retain any such copies. Finally, notwithstanding any provision of this Agreement to the contrary, the terms and provisions of Sections 3, 5, 6, 9-13, and 16-28 shall survive any termination of this Agreement.

4. Delays and Force Majeure

Land IQ shall not be liable for delays in the performance of, or failures to perform, Designated Services caused by not reasonably foreseeable circumstances beyond its reasonable control, including without limitation, acts of God or the public enemy; acts and/or omissions of federal, state and local government authorities and regulatory actions; strikes, lockouts, and other labor disputes not caused by Land IQ; riots; civil unrest; war; accidents not caused by Land IQ; fires, floods, pandemics, or unusually severe weather not reasonably foreseeable and not caused by Land IQ; Client's failure to furnish necessary information; sabotage by Client or a third party; failures or delays in transportation or communication by Client; failures or substitutions of equipment caused by Client; embargos; and not reasonably foreseeable shortages of fuel, raw materials, or equipment. For delays resulting from unreasonable actions or inactions of Client or its representatives, Land IQ shall be given an appropriate time extension and shall be compensated for all additional costs of labor, equipment, and other direct costs Land IQ incurs during any delay or interruption of services. Delays of more than ninety (90) days shall, at the option of either party, make this Agreement subject to termination.

Client recognizes that delays relating to the processing of permit applications or approval of permits are beyond the control of Land IQ. Land IQ makes no warranties and Client waives any claims against Land IQ relating to the timeliness of approvals or the success of permit applications prepared under this Agreement.

5. Ownership of Materials

Unless otherwise expressly agreed upon in a particular Statement of Work or Product License Agreement, Client is and shall be the owner of all final documents, maps, and other written communications, generated by Land IQ in the

performance of the Designated Services and identified as being Deliverables. Notwithstanding any other provisions of this Agreement or applicable License Agreements, Client may use, distribute, and submit such Deliverables without limitation. Distribution of any Deliverables by the Client to third parties may be limited by the terms of a License Agreement as negotiated by both parties. Where there are discrepancies between this Agreement and the Product License Agreement the more limiting terms apply.

Notwithstanding any provision of this Agreement to the contrary, except for the Deliverables, Land IQ shall retain and be the sole owner of all right, title, and interest in and to all of the (a) ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, data, processes, routines, and technologies created, adapted, or used by Land IQ in its business generally, irrespective of whether possessed by Land IQ prior to, or acquired, developed, or refined by Land IQ (either independently or in concert with Client) during the course of, or the performance of, the Designated Services; (b) information, programming, software, documentation, data compilations, reports, and any other media, working notes, drawings, designs, specifications, materials, or other objects produced as a result of Land IQ's performance of the Designated Services; and (c) applicable rights to patents, copyrights, trademarks, service marks, trade secrets, and other intellectual property rights inherent therein and appurtenant thereto (collectively, the "**Tools and Rights**"). Client shall have no interest in or claim to the Tools and Rights. Land IQ reserves its right to use the Tools and Rights in providing services to any persons or entities in the future.

Except for the Deliverables or as may be contained in the Deliverables, use by Client or third parties of any Tools and Rights without the written permission of Land IQ, is prohibited, and Client shall defend, indemnify and hold Land IQ harmless from all losses, claims, damages, and expenses, including reasonable attorneys' fees and costs, incurred by Land IQ and arising out of such unauthorized use. Further, Client shall reasonably compensate Land IQ for violation of any copyright, patent, or other intellectual property rights occasioned by such unauthorized use.

The parties agree to execute other instruments, give further assurances, and perform acts which are or may become necessary or appropriate to effectuate and carry out the provisions of this Section 5.

6. Right of Inspection and Audit

If Land IQ's professional service fees for any particular Designated Services are charged on a time and materials basis, Client may at its sole cost and expense, during the Term and for six (6) months after its completion, have reasonable access upon reasonable notice and during normal business hours to all pertinent Land IQ records and accounts relating to such charges. Client shall reimburse Land IQ for all personnel, materials, and copying costs incurred by Land IQ for any such Client inspection and audit.

7. Assignments and Subcontractors

Except as otherwise provided in this Agreement, neither Client nor Land IQ shall assign or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, Land IQ may subcontract the performance of those Designated Services which are ordinarily or customarily provided by others or which are necessary to prevent or minimize danger to persons, property, or equipment, subject to the prior written consent of Client, which consent shall not be unreasonably withheld or delayed.

8. Independent Contractor Status

It is agreed that Land IQ shall act as an independent contractor with respect to the performance of the Designated Services hereunder, and not as an employee, agent, or representative of Client. To that end, the parties hereby acknowledge and agree that Client shall have no right to control the manner, means, or methods by which Land IQ performs the Designated Services hereunder. Rather, Client shall be entitled only to direct Land IQ with respect to the elements of the Designated Services to be performed by Land IQ and the results to be derived by Client, to inform Land IQ as to where and when such Designated Services shall be performed, and to review and assess the performance of such Designated Services by Land IQ for the limited purposes of assuring that such Designated Services have been performed and confirming that such results were satisfactory. Land IQ agrees to pay all income taxes due on amounts paid to it under this Agreement, and further agrees that is solely responsible for timely remittance to appropriate authorities of all federal, state, and local income taxes and charges incident to the payment of compensation for goods and services and to the operation of Land IQ's business.

Land IQ shall not undertake to perform any regulatory or contractual obligation of Client or to assume any responsibility for Client's business or operations.

9. Insurance

During the Term, Land IQ agrees to maintain statutory workers' compensation insurance in the amount required by law, and employer's liability, professional, commercial general, and automobile liability insurance in the amount of at least One Million Dollars (\$1,000,000) each. Copies of certificates of insurance shall be issued upon request.

10. Standard of Care

Land IQ agrees to perform the Designated Services pursuant to the terms of this Agreement and in material compliance with all applicable laws, rules, and regulations of government authorities. Although Land IQ believes that the Designated Services shall provide the desired benefits sought by Client, the nature of our work involves natural and managed systems that contain inherent variability. Land IQ cannot give any warranty or guaranty with respect thereto, and specifically LAND IQ MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, WITH RESPECT TO THE DESIGNATED SERVICES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Client agrees to provide Land IQ with prompt written notice of any defect or suspected defect in the Designated Services.

11. Limitation of Liability

- A. In no event shall the Land IQ Indemnitees (defined below) be liable to Client or to any other person or entity for any indirect, special, or consequential damages, or lost profits, arising out of or related to this Agreement, the breach thereof, or the performance of the Designated Services.
- B. Except for earned but unpaid professional fees and other amounts hereunder, and reimbursable but unreimbursed expenses, costs, and disbursements described in the Statement of Work, in no event shall the Client Indemnitees (defined below) be liable to Land IQ or to any other person or entity for any indirect, special, or consequential damages, or lost profits, arising out of or related to this Agreement, the breach thereof, of the performance of the Designated Services.
- C. Client acknowledges and agrees that Land IQ shall have no liability to Client with respect to the quality or condition of any data, media, or other materials provided by Client to Land IQ as part of Land IQ's performance of the Designated Services. For example, if such data contains a virus, bug, or other defect, Land IQ shall not be responsible for any such matters or for any costs or expenses necessary to correct same. Furthermore, Client acknowledges and agrees that Client shall be solely responsible for Client's data, media, and materials while they are in transit to or from Land IQ. Land IQ shall not be held responsible for errors introduced within Land IQ's software or any other software that result from databases or database interfaces that have been developed by parties other than Land IQ.

Notwithstanding any other provision herein, (a) the collective liability of the Land IQ Indemnitees to Client Indemnitees shall be limited to injuries or losses caused during the Term by the gross negligence or willful misconduct of Land IQ, and (b) in no event shall the Land IQ Indemnitees' aggregate liability to Client exceed the lesser of (1) the total amount of professional service fees paid to Land IQ hereunder by Client with respect to the Statement of Work in dispute, and (2) Five Hundred Thousand Dollars (\$500,000), unless such actual or alleged losses arise directly or indirectly from Professional errors or omissions, in which event the Five Hundred Thousand Dollar (\$500,000) amount shall be increased to One Million Dollars (\$1,000,000).

12. Indemnity

- A. To the maximum extent permitted by law, Client shall defend, indemnify and hold harmless Land IQ, its members, managers, officers, directors, and employees (collectively, the "**Land IQ Indemnitees**"), from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties, and assessments incurred or sustained by the Land IQ Indemnitees, or any of them, on account of (a) any personal injury, death, or damage to or loss of property in any manner related to the management, conduct, or operation of

Client's business; (b) the gross negligence or willful misconduct of Client in the performance of its obligations under this Agreement; and/or (c) the failure of Client to comply with all of its obligations under this Agreement.

- B. To the maximum extent permitted by law, but subject to the limitations described in Sections 4, 11 and this Section 12, Land IQ shall defend, indemnify and hold harmless Client, its officers, directors, managers, and employees (collectively, the "**Client Indemnitees**"), from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties, and assessments incurred or sustained by Client Indemnitees on account of (a) any personal injury, death, or damage to or loss of property in any manner related to the performance of the Designated Services; (b) the gross negligence or willful misconduct of Land IQ in the performance of its obligations under this Agreement; and/or (c) the failure of Land IQ to comply with all of its obligations under this Agreement, provided, however, that the maximum aggregate liability of Land IQ shall not exceed the policy limit of Land IQ's applicable insurance policy.

13. Confidentiality

Each party hereto acknowledges that, in connection with this Agreement, such party (the "**Disclosee**") might be making use of, acquiring, or adding to, the Confidential Information of the other party (the "**Discloser**"). For purposes of this Agreement, "**Confidential Information**" shall mean (i) the confidential and proprietary information of the Discloser which is of a special and confidential nature and has tangible or intangible value and which includes, but is not limited to, the following: (1) information related to the suppliers, customers, and prospective suppliers and customers of the Discloser, (2) information concerning or related to the business of the Discloser that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons or entities revealing or disclosing same to such competitors, and (3) "trade secrets", as that term is defined in California Civil Code Section 3426.1, as amended from time to time, or such other applicable state law, statute, or code ("**Trade Secrets**"); (ii) the confidential and proprietary information of any other person or entity that the Discloser is obligated to maintain or hold as confidential; and (iii) any and all oral or written analyses, notes, compilations, studies, interpretations, extracts, or summaries which contain, reflect, or are based upon, in whole or in part, any of the confidential and proprietary information described in items (i) or (ii) as well as all photo, electronic, or other copies or reproductions, in whole or in part, of any of the foregoing, stored in whatever medium (including electronic or magnetic); provided however, that Confidential Information shall not include any information that: (A) was generally known or available to Disclosee or the public (other than by reason of any violation by the Disclosee or any other person or entity of any written or other obligation of confidence) at the time of the disclosure to the Disclosee by the Discloser or any of its agents or representatives, or (B) became generally known or available to Disclosee or the public (other than by reason of any violation by the Disclosee or any other person or entity of any written or other obligation of confidence) after the time of disclosure to the Disclosee by the Discloser or any of its agents or representatives other than by means of disclosure by the Discloser. Each Disclosee acknowledges that the Confidential Information has been and shall continue to be of central importance to the business of the Discloser, and that disclosure of it to, or its use by, others could cause substantial loss to the Discloser. Each Disclosee agrees that, at all times during the Term and (a) with respect to all Trade Secrets, for so long thereafter as such Trade Secrets continue to constitute Trade Secrets (or for a period of five (5) years after the Term, whichever is longer); and (b) with respect to all Confidential Information not constituting Trade Secrets, for a period of five (5) years after the Term, the Disclosee shall not, directly or indirectly, use, divulge, or disclose to any person or entity, other than those persons or entities employed or engaged by the Disclosee who or which are authorized to receive such information, any of the Confidential Information which was obtained by the Disclosee as a result of the performance of this Agreement, and the Disclosee shall hold all of the Confidential Information confidential and inviolate and shall not use the Confidential Information against the best interests of the Discloser. Notwithstanding any provision of this Section to the contrary, the obligations of the parties set forth in this Section shall not in any manner be construed to limit or adversely affect the exercise of the rights and privileges of Section 5 above, and in the event of any conflict between the terms of this Section 13 and the terms of Section 5, the terms of Section 5 shall govern and control.

In the event that either party is requested or required (by oral questions, interrogatories, public records act request, requests for information or documents in legal proceedings, by subpoena, by civil, administrative, or criminal investigative demand, or other similar process, or by any law, rule, or regulation of any governmental agency or regulatory authority) to disclose any Confidential Information, such party shall provide the other party with prompt written notice of any such request or requirement so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with this Section 13. If, in the absence of a protective order or other remedy or the receipt of a waiver, one party is legally

compelled to disclose Confidential Information, such party may, without liability hereunder, disclose such Confidential Information as is legally required to be disclosed, provided that such party shall cooperate with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information required to be disclosed.

14. Right of Entry and Property Responsibility

During the Term, Client shall grant or cause to be granted to Land IQ, its assignees, and its authorized subcontractors, at Client's expense, free access to any property affiliated with the Designated Services (a "Site"). Client shall notify the owners and possessors of such Site, whether they are lawfully or unlawfully in possession, that Client has granted such free access to such Site. Client shall secure permission and any permits necessary to allow Land IQ, its assignees, and its authorized subcontractors free access to such Site at no charge to such parties unless otherwise specifically agreed to in writing. Land IQ shall not assume control of or responsibility for the property itself or the safety of persons not in Land IQ's employ.

15. Site Uncertainties

In soil, landscape, land use, water, and other scientific investigations, actual conditions may vary materially from those noted at test points, sample intervals, or by remote analyses. Because of the inherent uncertainties, changed or unanticipated conditions may arise during subsequent activities at any Site that could potentially affect project scope and cost. Because of these inherent uncertainties, Land IQ's reports and opinions with respect to any landscape condition are not guaranteed to be a representation of actual Site conditions or costs, and the consequences of unanticipated conditions during subsequent activities at any Site are not the responsibility of Land IQ. If the Site conditions are such that the cost of the Designated Services will materially increase, Land IQ agrees to notify Client in writing of said Site conditions, and shall not proceed with the Designated Services until Client gives written authorization to proceed.

16. Non Solicitation of Personnel

Client acknowledges that Land IQ provides a valuable service by identifying and assigning its employees, independent contractors, and agents to assist Land IQ in conducting the Designated Services. Therefore, without the prior written consent of Land IQ, Client shall not recruit or hire any employee, independent contractor, or agent of Land IQ that is or has been assigned to perform any of the Designated Services on behalf of Land IQ, or who actually performs any part of such Designated Services, until one (1) year after the termination of this Agreement.

17. Notices

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and, if mailed by prepaid first class mail or certified mail, return receipt requested, at any time other than during a general discontinuance of postal service due to strike, lockout, or otherwise, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next business day following delivery by such courier. Finally, notices hereunder may be delivered by facsimile transmission or by electronic mail transmission; if sent by facsimile transmission, such notice shall be followed forthwith by letter and shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's facsimile machine; and if sent by electronic mail transmission, such notice shall be followed forthwith by letter and shall be deemed to have been received on the next business day following such transmission. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

(a) If to Land IQ:

Land IQ, LLC
2020 L Street, Suite 210
Sacramento, California 95811

Attention: Casey Gudel
phone: (916) 265-6330
email: cgudel@landiq.com

(b) If to Client:

Mid-Kings River Groundwater Sustainability Agency
1400 W Lacey Blvd
Hanford, CA 93239
Attention: Chuck Kinney
phone: (559) 852-2674
email: Chuck.Kinney@co.kings.ca.us

unless and until notice of another or different address shall be given as provided herein.

18. Integration

This Agreement, including each Statement of Work and License Agreement related hereto and entered into by the parties hereto from time to time, and all other attachments, if any, hereto and to any Statement of Work and License Agreement, embodies the entire agreement between, and the understanding of, the parties hereto in respect of the subject matter contained herein. The parties hereto have not relied upon any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior or contemporaneous negotiations, understandings, and agreements, whether written or oral, between the parties hereto with respect to the subject matter contained herein, including but not limited to any preprinted terms and conditions contained in any purchase order, request for proposal, proposal, or other written communication between the parties. In the event of any conflict between the terms and conditions of this Agreement (excluding the Statements of Work and License Agreements) and the terms and conditions of a particular Statement of Work or License Agreement, the terms and conditions of the Statement of Work or License Agreement shall govern and control, except to the extent otherwise expressly provided in such Statement of Work or License Agreement.

19. Extensions, Modifications or Amendments

No extension, modification, or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed and delivered on behalf of such party.

20. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as provided above, this Agreement shall not create any rights or benefits in any person or entity other than Client and Land IQ, nor is it intended to create any third-party beneficiaries to it.

21. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were limited or modified, consistent with its general intent, to the extent necessary so that it shall be valid, legal, and enforceable, or if it shall not be possible to so limit or modify such invalid, illegal, or unenforceable provision, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and all other provisions hereof shall be and remain unimpaired and in full force and effect.

22. Waiver

The failure or delay of either party hereto at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by either party hereto of any condition of this Agreement, or the breach of any term, agreement, or covenant, or the inaccuracy of any representation or

warranty of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach, or inaccuracy, or a waiver of any other condition, breach, or inaccuracy.

23. Governing Law

This Agreement, and any and all claims arising out of the relationship between the parties hereto, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable.

24. Arbitration

Any dispute, claim or controversy relating in any way to this Agreement, whether in contract, in tort or otherwise, except a request for equitable, injunctive or restraining relief or to enforce an arbitration award, shall be resolved by arbitration in Sacramento, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), subject to the limitations of this Section 25. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration will be filed in writing with the other party hereto and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The parties agree that three (3) arbitrators shall arbitrate all disputes. The arbitrators shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules from the panels of arbitrators maintained by the American Arbitration Association. The parties will be entitled to discovery in the arbitration proceeding to the extent provided for in civil actions in the United States District Court for the Eastern District of California. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to vacation, modification or appeal, except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply. Except as provided to the contrary in Section 26, each party shall pay its own expenses of arbitration, and the expenses of the arbitrators shall be equally shared.

25. Attorneys’ Fees

In the event of arbitration or litigation between Client and Land IQ arising out of the Agreement, each party shall be entitled to recover from the other all of its reasonable costs and attorneys’ fees, excluding expenses of the arbitrators (if any), to the extent that such party prevails over the other party in such proceeding.

26. No Liens or Encumbrances

Land IQ warrants that no liens, encumbrances, security interests, or other third-party claims of any type will attach to any Site as a consequence of its performance of the Designated Services. Land IQ agrees, upon request, to furnish conditional and unconditional forms of waiver of lien signed by Land IQ and all contractors, subcontractors, and materialmen who will furnish labor and materials under this Agreement.

27. General Warranties

Each party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (ii) the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (iii) this Agreement constitutes a legal, valid, and binding obligation of such party enforceable against it in accordance with its terms (subject to any equitable defenses); (iv) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (v) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any governmental authority that could materially adversely affect its ability to perform this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the day and year first above written.

LAND IQ:

LAND IQ, LLC

By: _____

Name: Mica Heilmann

Title: Manager/Owner

CLIENT:

**MID-KINGS RIVER GROUNDWATER
SUSTAINABILITY AGENCY**

By: _____

Name: Chuck Kinney

Title: General Manager

EXHIBIT A
STATEMENT OF WORK

SEE ATTACHED STATEMENT(S) OF WORK

LAND IQ DATA DRIVEN METHOD FOR EVAPOTRANSPIRATION, PRECIPITATION, CROP TYPE, AND PERMANENT CROP AGE AT THE FIELD LEVEL – MID-KINGS RIVER GROUNDWATER SUSTAINABILITY AGENCY

TO: Chuck Kinney/Mid-Kings River Groundwater Sustainability Agency

FROM: Joel Kimmelshue/Land IQ
Casey Gudel/Land IQ
Adriana Joosep/Land IQ

DATE: April 30, 2025

INTRODUCTION

Mid-Kings River Groundwater Sustainability Agency (MKRGSA) has utilized Land IQ for developing a monthly field by field estimate of actual evapotranspiration (ET) that occurs within the GSA for the last four years. This scope of work is an extension of that work and in addition to field-by-field evapotranspiration (ET) includes the following additional deliverables: field-by-field precipitation, crop mapping, and permanent crop age. A web tool will be used to provide the results each month, approximately 30 days after the end of the analysis month.

Calculation of ET can be performed accurately using weighing lysimeters and eddy correlation monitoring techniques. These methods are limited, however, because they provide values of ET for a specific crop and field location and fail to provide the ET on a regional scale. This limitation has motivated the development of using remotely sensed (RS) data from satellites to evaluate ET over large areas. Satellite data are well suited for deriving spatially continuous ET surfaces that can be sometimes pared down to the field scale because of their temporal and spatial characteristics. However, the most accurate use of RS models require calibration to actual surface measurements and work from the field level originally. The approach proposed for the tasks in this scope of work includes a combination of high-density, specific ground measurements and remotely sensed modeling, calibrated with those field measurements.

STAFFING RESOURCES AND PROJECT COOPERATORS

Staff expected to work on this project from Land IQ have been involved in various aspects of evapotranspiration field measurements and modeling, agricultural remote sensing, and regulatory support for the last 4 to 28 years, and are listed below. Other appropriately qualified staff may also participate to facilitate the completion of any tasks approved by the MKRGSA as a part of this proposed scope of work.

- Principal In Charge and Principal Agricultural Scientist – Joel Kimmelshue, PhD
- Project Manager/Client Relations – Casey Gudel, MS
- Remote Sensing Analyst – Atsushi Tomita, PhD
- Remote Sensing Scientist – Zhehan Tang, PhD

- Biometeorologist – Frank Anderson, MS
- Agricultural Scientist – Adriana Joosep, BS
- Agricultural Scientist – Cody Fink, MS
- Agricultural Scientist – JB Buller, BS
- GIS Analyst – Justin Sitton, BS
- Support Staff – Various as needed

Land IQ also welcomes input and collaboration with MKRGSA and/or associated District/GSA staff and intends on integrating staff into continued instrumentation efforts, data collection, and monitoring programs as the on-the-ground, local component of the team, if desired and feasible for MKRGSA. This is not a requirement of the work efforts, however.

TASKS

This scope of work has been developed based on individual task discussions and requests from MKRGSA. These tasks include:

- **Task 1** – Monthly Field-by-field ET, Precipitation, Crop Mapping, and Permanent Crop Age
- **Task 2** – Monthly Reporting Via a Web-Based Tool
- **Task 3** – Station Management and Maintenance
- **Task 4** – Outreach

Each of these tasks is discussed in detail below and includes schedule and deliverables. A cost summary for all work is provided.

TASK 1. MONTHLY FIELD-BY-FIELD ET, PRECIPITATION, CROP MAPPING, AND PERMANENT CROP AGE

Scope of Work: It is proposed that the Land IQ ET approach developed and implemented since 2016 for approximately 35 GSAs and irrigation districts in 7 counties be used. The Land IQ ET is used to interpret image data and leverages robust and repeated ground station data already implemented and maintained within the MKRGSA as well as a more direct image analysis. The approach yields more accurate results when repeated and representative ground calibration data are available as compared to remote sensing (RS) ET estimates without ground truthing.

Because the Land IQ ET approach establishes calibration and validation data at the field level and also analyzes at the field level, the result is field-level consumed water which can then be rolled up to any regional area desired. This is unique to the Land IQ ET method as compared to other RS approaches and models.

This method does, however, require robust ground truthing data, which is proposed as part of this work effort for MKRGSA. This effort will employ Landsat 8 and 9, Sentinel 2, and purchased high resolution satellite imagery (contracted by Land IQ and included in the overall cost). Satellite data will be screened for cloud cover and terrain corrected. It is important that the images used contain a clear sky. Ground measurements from monitored eddy covariance (EC) and surface renewal (SR) stations will be used to generate hourly ET data correlated to the satellite image overpasses and then used as a dependent variable in the modeling process.

It should be noted that Land IQ employs the following individuals for independent review of monthly results:

- Blake Sanden, M.S., UCCE Irrigation & Agronomy Farm Advisor, Emeritus, Kern County
- Allan Fulton, M.S., UCCE Irrigation and Water Resources Advisor, Emeritus, Kings, and Tehama Counties

Deliverables: Field-by-field ET, precipitation, crop type, and permanent crop age. To be delivered via Task 2.

Schedule: Individual analyses will be completed monthly, and results delivered (Task 2) to the MKRGSA within approximately 30 days from the end of the previous month. Start date will be April 2025 and monthly deliverables will be provided for 3 years through March 2028.

TASK 2. MONTHLY REPORTING VIA A WEB-BASED TOOL

Scope of Work: Monthly reports will continue to be developed. The first of the monthly reports will begin on the 1st of the month following 30 days of climatic data collection and will be delivered within approximately 30 days of the end of the previous month. Results will be delivered in both report and web-based format. The web tool will contain all fields, field boundaries, current crop mapping, coverages of field-by-field ET and precipitation as well as a download link for all results and reports. The web-based tool is designed to be used at the GSA level. The tool is not currently designed for individual grower access, however, can be developed at additional cost not included in this scope of work. See the end section on Future, Grower-Specific Developments.

Deliverables: Monthly results will be delivered in both shapefile and report formats.

In addition to ET, Land IQ will provide field by field crop type mapping for MKRGSA in electronic and summary form annually. These data will be the same crop mapping detail that are provided to the State of California, Department of Water Resources as Land IQ is the contractor for that dataset. The delivery of the crop mapping will be in the fall time-frame of each year for the prior water year. Field by field precipitation will also be delivered monthly as spatially interpolated from rain gauges on Land IQ climatic stations and other publicly available and reliable gauges (e.g., CIMIS stations, airports, municipalities, etc.). Permanent crop age will be delivered with the crop mapping.

The four deliverables include:

- Monthly field-by-field ET
- Monthly field-by-field precipitation
- Annual Field-by-field crop mapping
- Annual Permanent crop age (+/- 1 year)

All electronic vector and raster GIS files are available upon request.

Schedule: Individual ET and precipitation analyses and reporting will be completed monthly, and results delivered within approximately 30 days of the end of the previous month being analyzed. Crop mapping and permanent crop age will be delivered in the fall of each year. This scope of work is for a three-year time-frame from April 2025 through March 2028.

TASK 3. STATION MANAGEMENT AND MAINTENANCE

Scope of Work: This effort continues the management and continuous maintenance of ground truthing climatic stations of eddy covariance and/or surface renewal approaches to collect instantaneous ET ground data at select locations representing crop production within MKRGSA. At times, and depending on crop type/location shift, it should be expected that some stations may need to be moved. However, with some permanent crops

within MKRGSA, some stations will stay within those permanent crops and are not expected to be moved. Regardless, all costs are included in the overall cost. Participating grower cooperation is required for station siting. Stations are owned by Land IQ and rented, maintained, and managed for MKRGSA.

The data collected by these stations will be used to calibrate the Land IQ ET RS models and create ET estimates across all fields within MKRGSA to get a complete estimate of MKRGSA-wide ET and ET by crop type by field. Ground-truthing stations are fully telemetered by cellular communication systems to Land IQ servers. The system incorporates data flagging protocols to identify any inconsistencies in collection or outages. Land IQ will conduct approximately monthly site visits in coordination with MKRGSA personnel (if desired) to verify proper functionality and perform any necessary or seasonal adjustments.

Deliverables: None

Schedule: Continuous

TASK 4. OUTREACH AND PRESENTATIONS

Scope of Work: This task accounts for up to three meetings per year to assist with or participate in outreach with growers and/or District/GSA representatives.

Deliverables: Presentation materials

Schedule: As needed or directed by MKRGSA.

TOTAL COST AND PAYMENT TERMS

According to DWR records from Land IQ mapping there are approximately 97,375 gross acres within MKRGSA. Land IQ has mapped 10,071 acres of urban areas within MKRGSA.

Therefore, the net analysis area is 87,304 acres. The annual costs are summarized in Table 1.

Table 1. Historical costs and proposed three-year cost estimate.

Mid-Kings River GSA	Current	Proposed - 3 Years		
	Oct, 2021 - March, 2025	Apr, 2025 - Mar, 2026	Apr, 2026 - Mar, 2027	Apr, 2027 - Mar, 2028
Analysis Area - 87,304 acres				
Escalation	none	6%	3%	3%
\$/Ac/Yr	\$0.76	\$0.81	\$0.83	\$0.85
Monthly Cost	\$5,529	\$5,861	\$6,037	\$6,218

The costs include all equipment rental, labor, expenses, supplies, project management, and all other associated costs.

It should be noted that costs are estimates at this time and unforeseen variables and/or efficiencies may occur which may alter costs up or down. Also, annual escalations (e.g., 1-4%) to account for increases in labor costs may or may not be implemented at the beginning of each calendar year.

FUTURE, GROWER-SPECIFIC DEVELOPMENTS

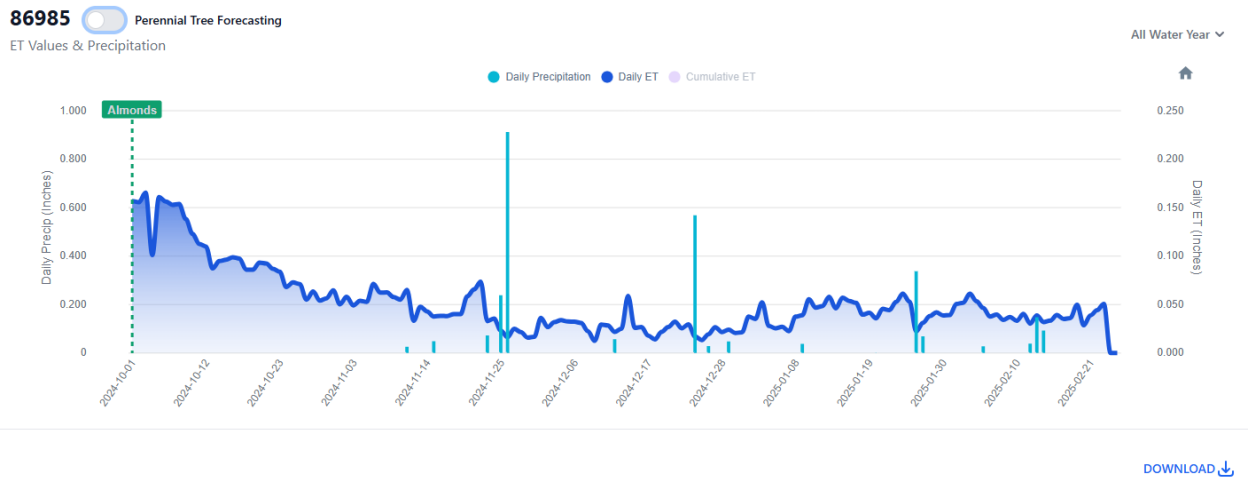
Land IQ has developed and is beta-testing during the remainder of the 2025 water year, a grower-level, field-by-field, daily ET product portal (see visual examples below). The full operational capability of this tool will be rolled out at the beginning of the water year in October 2025 or sooner.

This product is not included in the cost contained in this scope of work; however, it is a new development that is intended to be provided directly to the grower community through a GSA, irrigation or water storage district, or similar entity. The development of this tool is in response to grower demands to access daily ET and precipitation results, within 1-2 days. This is for the purpose of individual water management decision-making. For consistency, the results of this daily product will match the proven results of the 30-day ET results that are currently provided and proposed in this scope of work. The goal is for growers to track their water use on a daily basis in relation to a district-, GSA-, or grower-defined threshold. This will allow the grower to adjust water management decisions during the year on a real time basis to achieve, and hopefully not exceed, this threshold.

There is both a grower portal and an administrative user-level portal. The grower only sees the results of his fields, while the administrative user-level sees all fields and is provided with area-wide (e.g., GSA, irrigation or water storage district, or similar entity) summaries of accumulated consumption, precipitation, grower participation, crop type, field-level results, etc.

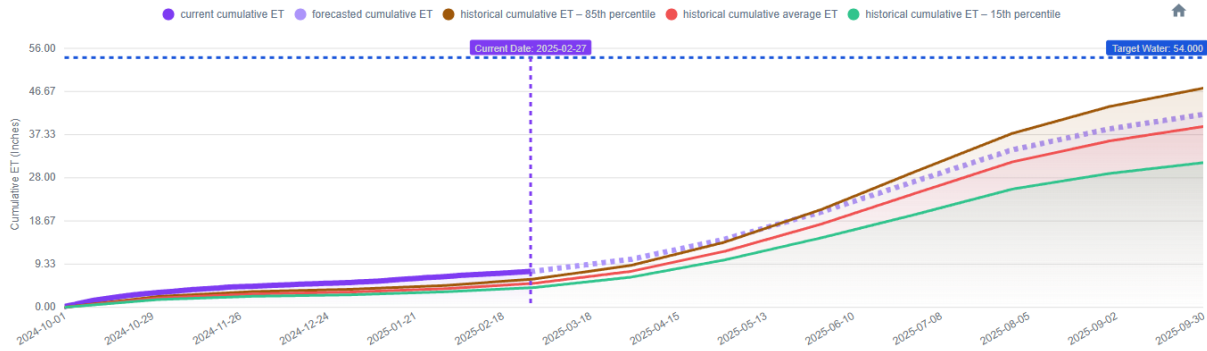
Land IQ can demonstrate this tool in more detail or conduct a user workshop as desired.

The cost for this tool will likely be \$0.35-\$0.55/acre/year at the District, GSA, or similar entity level, however, is not finalized at this point.

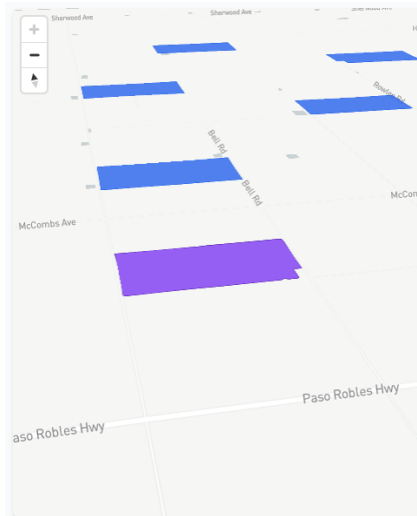


86985 Perennial Tree Forecasting

ET Values & Precipitation



DOWNLOAD



Claimed Fields

Search

Columns

Download

FIELD NAME	TARGET_WATER	CROP 1
78296	4.2 Feet (ET)	Cucumbers (2024-10-15 - 2025-03-31)
86985	4.5 Feet (ET)	Almonds - without cover crop (2024-10-01 - 2025-09-30)
The North 40	4.7 Feet (ET)	Alfalfa (2024-10-01 - 2025-09-30)
The South 80	3.9 Feet (ET)	Pistachios - without cover crop (2024-10-01 - 2025-09-30)
Sunny Farms	75 Inches (ET)	Tomatoes (2025-03-01 - 2025-06-30)

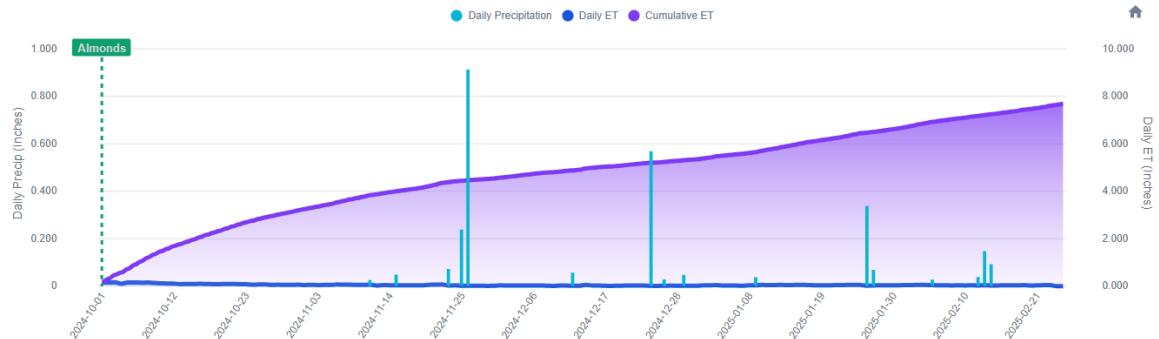
Showing 1 - 5 of 12

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86985 Perennial Tree Forecasting

ET Values & Precipitation

All Water Year



DOWNLOAD

PRODUCT LICENSE AGREEMENT

INTRODUCTION

This Product License Agreement (Agreement) is made and entered into as of August 12, 2025 (the Effective Date) by and between Land IQ, LLC (Land IQ) and Mid-Kings River Groundwater Sustainability Agency (Licensee).

This Agreement and any concurrently executed Land IQ, LLC Client Services Agreement (Client Services Agreement) between Licensee and Land IQ are the bases upon which Land IQ provides Mapping and Data Products (Licensed Land IQ Product) to Licensee. In addition, the following terms and conditions represent a legally binding contract between Licensee including any External End-User and Land IQ for use of Licensed Land IQ Products.

DEFINITIONS

“Licensee” means any legal entity, company, district or agency, including their officers and employees, that enters or intends to enter into a binding agreement with Land IQ to obtain Licensed Land IQ Products provided under the terms of this Agreement or any accompanying Client Services Agreement.

“External End-User” means any individual, entity or company acting as a contractor or consultant to or on behalf of the Licensee that is supplied with a Licensed Land IQ Product and is therefore required to accept the terms of the accompanying End User License Agreement.

“Licensed Land IQ Product” means any imagery, mapping, data, product, value-added product, service, or work licensed by Land IQ, including, without limitation, information products, and digital data sets.

“Derivative Product” means any manipulated or modified Licensed Land IQ Product or formalized result of a Licensed Land IQ Product.

For purposes of this Agreement, Licensee Accepts the terms of this agreement by doing any of the following:

- agreeing in writing to the terms of this Agreement;
- downloading, opening , and/or using a Licensed Land IQ Product on a computer or other electronic device;
- developing, using, distributing, or making available Derivative Products;
- damaging or destroying a Licensed Land IQ Product; or
- retaining a Licensed Land IQ Product for more than five (5) days following receipt thereof.

For the purpose of this Agreement, the Licensed Land IQ Product includes: **Land IQ crop mapping, precipitation, permanent crop age, and field-scale consumptive use analysis.**

ACCEPTANCE OF LICENSING TERMS

By executing this Agreement, and subject to the terms and conditions of this Agreement and any related executed Land IQ, LLC Client Services Agreement, Land IQ and Licensee agree as follows:

1. The Licensed Land IQ Product and any Derivative Product is intended for Licensee's internal use only and shall not be shared or distributed in any way outside Licensee's organization unless per the terms of this Agreement.
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Licensee
**MID-KINGS RIVER GROUNDWATER
SUSTAINABILITY AGENCY**

Land IQ
LAND IQ LLC

Name: Chuck Kinney
Title: General Manager

Date: _____

Name: Joel Kimmelshue
Title: Owner/Principal Scientist

Date: _____