



North Fork Kings

Groundwater Sustainability Agency

NOTICE OF BOARD MEETING

Division 1

Director Buddy Mendes
County of Fresno

Division 2

Director Frank Zonneveld
Clark's Fork Reclamation District
Laguna Irrigation District
Upper San Jose Water Company

October 23, 2020

Division 3

Director Danielle Roberts
Laton Community Services District
Riverdale Public Utilities District
Lanare Community Services District

Board of Directors

Division 4

Director Mark McKean
Crescent Canal Company
Stinson Canal & Irrigation Company

of the

North Fork Kings Groundwater Sustainability Agency

Division 5

Director Leonard Acquistapace
Riverdale Irrigation District
Reed Ditch Company

This is to inform you the North Fork Kings Groundwater Sustainability Agency (NFKGSA) Board of Directors Meeting will be held on Wednesday, October 28, 2020 remotely via **ZOOM web/teleconference**. The web link and call-in information are on the Agenda. The meeting will convene at 5:30 p.m.

Division 6

Director Stephen Maddox, Jr.
Liberty Mill Race Company
Burrel Ditch Company

Division 7

Director Tony Campos
Liberty Water District
Liberty Canal Company

The patience and cooperation of all participants is appreciated. While every effort has been made to streamline the experience and conduct meetings in the manner to which our stakeholders have grown accustomed, there may be technical issues and human error. We will attempt to promptly correct any issues that arise.

Mark McKean, Chair
Buddy Mendes, Vice Chair
Stephen Maddox, Secretary-Treasurer

Individuals who know in advance that they will have an item to comment on, or who require special accommodations, are requested to contact Corey McLaughlin by phone at: (559) 237-5567 ext. 104, or by email at: cmclaughlin@krcd.org.

4886 E. Jensen Ave
Fresno, CA 93725
Telephone: 559.237.5567

www.NorthForkKings.org

Board of Directors Meeting

North Fork Kings Groundwater Sustainability Agency (NFKGSA)

October 28, 2020

Meeting Convenes at 5:30 p.m.

ZOOM Link: <https://us02web.zoom.us/j/82254541256?pwd=bTlZNXV3anEzT1dUSTJNMVEwSGo1QT09>

One-Tap Mobile: +16699006833,,82254541256#,,,,,0#,,966144#

Call-In: +1 669 900 6833 ; Meeting ID: 822 5454 1256 ; Password: 966144

MEETING AGENDA

All items on this agenda, whether or not expressly listed for action, may be deliberated upon and may be subject to action by the Board of Directors. The Board of Directors may consider agenda items in any order. Materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection at the Kings River Conservation District, 4886 E. Jensen Ave., Fresno 93725 during normal business hours.

1. CALL TO ORDER

2. PUBLIC COMMENT

The public may address the Committee on any item relevant to the GSA. At the beginning of the Public Comment Agenda Item, the Technical Moderator will ask each member of the public whether there are items they wish to comment on. The conducting officer will indicate whether speakers are to make their comments before or after any staff comment or report. Public comment shall precede discussion of the item by the Committee. Comments by individuals and entities will be limited to three minutes or as may be reasonable as determined by the conducting officer.

3. CONSIDER APPROVAL OF MINUTES

The Board will consider approval of the September 23, 2020 Board Meeting minutes. *Action item: requires simple majority approval.*

4. DIRECTOR REPORTS

Each Director will have the opportunity to report on meetings and other events attended during the prior month on behalf of the NFKGSA. *No action will be taken.*

5. STAFF REPORTS

The Board will receive a report and may take action regarding current staff activities and correspondence. *Potential action item: requires simple majority approval.*

6. FINANCIAL REPORT

The Board will receive and be asked to approve a financial report for the quarter ending September 30, 2020. *Action Item: requires simple majority approval.*

7. GSP PROGRAM UPDATE

The Board will receive a report and may take action directing Consultants regarding GSP Program activities. *Potential action item: requires simple majority approval.*

8. AUTHORIZATION TO CONTRACT WITH LAND IQ FOR REMOTE SENSING CROP EVAPOTRANSPIRATION SERVICES

The Board will be asked to consider granting authorization to contract with Land IQ for remote sensing crop evapotranspiration services. *Action Item: requires simple majority approval.*

9. RURAL COMMUNITY ADVISORY COMMITTEE REPORT

The Board will receive a report regarding current Rural Community Advisory Committee activities. *No action will be taken.*

10. STAKEHOLDER OUTREACH AND COMMUNICATIONS

The Board will receive a report and may take action on activities related to stakeholder outreach and communications. *Potential action item: requires simple majority approval.*

11. NFKGSA POLICY COMMITTEE REPORT

The Board will receive a report on the Committee's activities and the Committee may make recommendations to the Board. *Action may be taken to approve Committee recommendations.*

12. RELEASE OF POLICY DRAFTS FOR PUBLIC COMMENT

The Board will be asked to approve release of draft NFKGSA Policies for Public Comment. *Action Item: requires simple majority approval.*

13. NFKGSA FINANCE COMMITTEE REPORT

The Board will receive a report on the Committee's activities and the Committee may make recommendations to the Board. *Action may be taken to approve Committee recommendations.*

14. CONSIDER APPOINTMENTS TO RURAL COMMUNITY ADVISORY COMMITTEE

The Board will consider requests for appointment to the Rural Community Advisory Committee for a two-year term. *Action item: requires simple majority approval.*

15. CLOSED SESSION

REAL PROPERTY NEGOTIATIONS Pursuant to Government Code Section 54956.8: Discuss with NFKGSA Negotiator Mark McKean the price and terms of payment for the purchase of Real Property commonly known as Fresno County Assessor's Parcel No. 042-043-051 from prospective seller County of Fresno. *Action may be taken.*

16. RETURN TO OPEN SESSION

The Board will reconvene to Open Session and will report on action taken during the Closed Session.

17. NEXT MEETING DATE AND PROPOSED AGENDA ITEMS

18. ADJOURNMENT

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the NFKGSA to provide a disability-related modification or accommodation in order to participate in any public meeting of the NFKGSA. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the GSA. Requests for such assistance and for agendas and agenda packets shall be made in person, by telephone, facsimile, or written correspondence to the Kings River Conservation District, 4886 E. Jensen Ave, Fresno, CA 93725, telephone 559.237.5567, fax 559.237.5560 at least 48 hours before a public NFKGSA meeting.

North Fork Kings Groundwater Sustainability
Agency Regular Meeting Minutes

September 23, 2020 at 5:30 p.m.
Solely Via Zoom

Members Present:

Buddy Mendes, Division 1 (via Zoom)
Frank Zonneveld, Division 2 (via Zoom)
JoAnne Rempp, Division 3 (via Zoom)
Mark McKean, Division 4 (via Zoom)
Leonard Acquistapace, Division 5 (via Zoom)
Tony Campos, Division 7 (via Zoom)

Members Absent:

Stephen Maddox Jr., Division 6

Others Present:

Charlotte Gallock, Kings River Conservation District (via Zoom)
Cristel Tufenkjian, Kings River Conservation District (via Zoom)
Corey McLaughlin, Kings River Conservation District (via Zoom)
Rebecca Quist, Kings River Conservation District (via Zoom)
Kevin Johansen, P&P (via Zoom)
Sean Smith, P&P (via Zoom)
Amanda Monaco, Leadership Counsel (via Zoom)
Luke Vanderham (via Zoom)
Jim Petty (via Zoom)
Antonio Solario (via Zoom)
Scott Sills (via Zoom)
Jesus Rodriquez (via Zoom)
Angela Islas, Self-Help Enterprises (via Zoom)
John Peairs (via Zoom)

Item 1: CALL TO ORDER **Presenter:** Chair McKean
The meeting was called to order at 5:34 p.m.

Item 2: PUBLIC COMMENT **Presenter:** Chair McKean
Discussion: None.
Actions: None.

Item 3: CONSIDER APPROVAL OF MINUTES **Presenter:** Chair McKean
Discussion: None.
Actions:

It was moved by Director Acquistapace, seconded by Director Mendes, and unanimously carried to approve the August 26, 2020 meeting minutes.

Roll Call Vote:

Director Mendes: Aye
Director Zonneveld: Aye
Alt. Director Rempp: Aye
Director McKean: Aye
Director Acquistapace: Aye
Director Campos: Aye

Item 4: DIRECTOR REPORTS **Presenter:** Chair McKean
Discussion: None.
Actions: None.

AGENDA ITEM 3

Item 5: STAFF REPORTS

Presenter: Charlotte Gallock

Discussion:

Charlotte Gallock reported on activities and meetings, and on correspondence received to add Downey Brand LLP to interested parties lists for GSA meetings, GSP projects, and any CEQA service processes.

Actions: None.

Item 6: GSP PROGRAM UPDATE

Presenter: Kevin Johansen

Discussion:

Kevin Johansen reported to the Board regarding progress in program implementation, as well as items the Technical Advisory Group will be reviewing.

Actions: None.

Item 7: RURAL COMMUNITY ADVISORY COMMITTEE
REPORT

Presenter: Cristel Tufenkjian

Discussion:

The RCAC has not met since August, but Ms. Tufenkjian reminded the Board that the items the RCAC recommended for the agenda during the September Board Meeting have been included for later in this meeting.

Actions: None.

Item 8: STAKEHOLDER OUTREACH AND COMMUNICATIONS

Presenter: Rebecca Quist

Discussion:

Ms. Quist reported on the following: public engagement statistics from emails, NFKGSA website visits, etc.; updates to the NFKGSA website; and on other outreach activities.

Actions: None.

Item 9: NFKGSA POLICY COMMITTEE REPORT

Presenter: Chair McKean

Discussion:

Chair McKean reported that two policies are currently being reviewed by the Technical Advisory Committee, and that the intention is for other public review before any action is taken to recommend the Board adopt the policies.

Actions:

None.

Item 10: CONSIDER APPOINTMENTS TO RURAL
COMMUNITY ADVISORY COMMITTEE

Presenter: Cristel Tufenkjian

Discussion:

The Board received a report regarding requests received for reappointment to the Rural Community Advisory Committee, as well as new applications for appointment received.

Actions:

It was moved by Director Mendes, seconded by Director Campos, and unanimously carried to re-appoint the following to the RCAC: Jim Petty; Amanda Monaco; Angel Hernandez; Andy Zonneveld; and Isabel Solorio.

Roll Call Vote:

Director Mendes: Aye

Director Zonneveld: Aye

Alt. Director Rempp: Aye

Director McKean: Aye

Director Acquistapace: Aye

Director Campos: Aye

It was moved by Director Rempp to approve the application of and appoint Esther Espinoza to the Rural Community Advisory Committee. Because there was no second to the motion, the motion failed.

Item 11: CONSIDER DEVELOPMENT OF COMMUNITY FLYER **Presenter:** Cristel Tufenkjian

Discussion:

The Board was asked to consider approving the Rural Community Advisory Committee recommendation to have NFKGSA outreach staff develop a flyer to encourage community residents to participate in GSA activities.

Actions:

It was moved by Director Mendes, seconded by Director Campos, and unanimously carried by a roll call vote to approve the Rural Community Advisory Committee's recommendation that NFKGSA outreach staff develop a flyer to encourage community residents to participate in GSA activities.

Roll Call Vote:

Director Mendes: Aye

Director Zonneveld: Aye

Alt. Director Rempp: Aye

Director McKean: Aye

Director Acquistapace: Aye

Director Campos: Aye

Item 12: CONSIDER BOARD MEETING TRANSLATION SERVICES **Presenter:** Cristel Tufenkjian

Discussion:

The Board was asked to consider approving the Rural Community Advisory Committee's recommendation to provide funding for translation services at Board meetings, if requested.

Actions:

It was moved by Director Rempp, seconded by Director Mendes, and unanimously carried by a roll call vote to table the translation services item for consideration at a date to be determined in the future.

Roll Call Vote:

Director Mendes: Aye

Director Zonneveld: Aye

Alt. Director Rempp: Aye

Director McKean: Aye

Director Acquistapace: Aye

Director Campos: Aye

Item 13: CLOSED SESSION **Presenter:** None

The Board entered Closed Session at 5:55 p.m. for REAL PROPERTY NEGOTIATIONS Pursuant to Government Code Section 54956.8: Discuss with NFKGSA Negotiator Mark McKean the price and terms of payment for the purchase of Real Property commonly known as Fresno County Assessor's Parcel No. 042-043-051 from prospective seller County of Fresno.

Item 14: RETURN TO OPEN SESSION

Presenter: None

Discussion:

The Board returned to Open Session at 6:00 p.m.

Actions:

None was taken.

Item 15: NEXT MEETING DATE AND PROPOSED AGENDA
ITEMS

Presenter: Chair McKean

Discussion: The next meeting of the Board will be October 28, 2020.

Actions: None.

Item 16: ADJOURNMENT

Adjourned: 6:00 p.m.

Respectfully submitted,

Stephen Maddox Jr., Board Secretary

_____ approved on _____, 2020

Mark McKean, Board Chair

North Fork Kings GSA
Balance Sheet Prev Year Comparison
As of September 30, 2020

AGENDA ITEM 6

| | Sep 30, 20 | Sep 30, 19 | \$ Change | % Change |
|---------------------------------------|---------------------|---------------------|-------------------|---------------|
| ASSETS | | | | |
| Current Assets | | | | |
| Checking/Savings | | | | |
| 10000 · Chase-Checking | 348,550.71 | 184,410.50 | 164,140.21 | 89.01% |
| 10010 · Chase-Savings | 1,451,910.59 | 800,321.97 | 651,588.62 | 81.42% |
| Total Checking/Savings | 1,800,461.30 | 984,732.47 | 815,728.83 | 82.84% |
| Accounts Receivable | | | | |
| 11000 · Accounts Receivable | 39,661.78 | 30,322.73 | 9,339.05 | 30.8% |
| Total Accounts Receivable | 39,661.78 | 30,322.73 | 9,339.05 | 30.8% |
| Other Current Assets | | | | |
| 13000 · Grants Receivable | 210,585.25 | 329,246.58 | -118,661.33 | -36.04% |
| 14000 · Interest Receivable | 0.00 | 114.45 | -114.45 | -100.0% |
| Total Other Current Assets | 210,585.25 | 329,361.03 | -118,775.78 | -36.06% |
| Total Current Assets | 2,050,708.33 | 1,344,416.23 | 706,292.10 | 52.54% |
| TOTAL ASSETS | 2,050,708.33 | 1,344,416.23 | 706,292.10 | 52.54% |
| LIABILITIES & EQUITY | | | | |
| Liabilities | | | | |
| Current Liabilities | | | | |
| Accounts Payable | | | | |
| 20000 · Accounts Payable | 216,537.25 | 349,517.03 | -132,979.78 | -38.05% |
| Total Accounts Payable | 216,537.25 | 349,517.03 | -132,979.78 | -38.05% |
| Total Current Liabilities | 216,537.25 | 349,517.03 | -132,979.78 | -38.05% |
| Total Liabilities | 216,537.25 | 349,517.03 | -132,979.78 | -38.05% |
| Equity | | | | |
| 30000 · Opening Balance Equity | 8,237.45 | 8,237.45 | 0.00 | 0.0% |
| 32000 · Retained Earnings | 1,890,408.31 | 1,077,479.62 | 812,928.69 | 75.45% |
| Net Income | -64,474.68 | -90,817.87 | 26,343.19 | 29.01% |
| Total Equity | 1,834,171.08 | 994,899.20 | 839,271.88 | 84.36% |
| TOTAL LIABILITIES & EQUITY | 2,050,708.33 | 1,344,416.23 | 706,292.10 | 52.54% |

North Fork Kings GSA
Profit & Loss Budget vs. Actual
July through September 2020

AGENDA ITEM 6

| | <u>Jul - Sep 20</u> | <u>Budget</u> | <u>\$ Over Budget</u> | <u>% of Budget</u> |
|---|---------------------|---------------|-----------------------|--------------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 45000 · Investments | | | | |
| 45030 · Interest-Savings, Short-term CD | 196.34 | 385.00 | -188.66 | 51.0% |
| Total 45000 · Investments | 196.34 | 385.00 | -188.66 | 51.0% |
| 47200 · Program Income | | | | |
| 47220 · Property Tax Assessments | 0.00 | 0.00 | 0.00 | 0.0% |
| 47222 · Penalty Fee-Property Assessment | 897.37 | | | |
| Total 47200 · Program Income | 897.37 | 0.00 | 897.37 | 100.0% |
| 48000 · Grants Revenue | | | | |
| 48080 · P 1 GSP Development Grant State | 0.00 | 50,000.00 | -50,000.00 | 0.0% |
| Total 48000 · Grants Revenue | 0.00 | 50,000.00 | -50,000.00 | 0.0% |
| Total Income | 1,093.71 | 50,385.00 | -49,291.29 | 2.17% |
| Expense | | | | |
| 62100 · Contract Services | | | | |
| 62120 · Outreach Services | 4,901.64 | 10,000.00 | -5,098.36 | 49.02% |
| 62140 · Legal Fees | 14,555.00 | 19,350.00 | -4,795.00 | 75.22% |
| 62145 · Lobbying Fees | 0.00 | 825.00 | -825.00 | 0.0% |
| 62150 · Outside Contract Services | 1,729.80 | 5,450.00 | -3,720.20 | 31.74% |
| 62155 · Outside Services - Coordination | 6,103.00 | 10,000.00 | -3,897.00 | 61.03% |
| 62160 · Program Services | 22,396.94 | 15,750.00 | 6,646.94 | 142.2% |
| 62190 · GSP Development | 0.00 | 0.00 | 0.00 | 0.0% |
| 62195 · Monitoring and Implementation | 15,399.96 | 215,879.00 | -200,479.04 | 7.13% |
| 62100 · Contract Services - Other | 0.00 | 30,000.00 | -30,000.00 | 0.0% |
| Total 62100 · Contract Services | 65,086.34 | 307,254.00 | -242,167.66 | 21.18% |
| 65000 · Operations | | | | |
| 65020 · Postage, Mailing Service | 0.00 | 500.00 | -500.00 | 0.0% |
| 65030 · Printing and Copying | 23.40 | 500.00 | -476.60 | 4.68% |
| 65040 · Supplies | 58.65 | 500.00 | -441.35 | 11.73% |
| 65045 · Outreach Costs | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| 65050 · Telephone, Telecommunications | 0.00 | 0.00 | 0.00 | 0.0% |
| Total 65000 · Operations | 82.05 | 3,000.00 | -2,917.95 | 2.74% |
| 65100 · Other Types of Expenses | | | | |
| 65120 · Insurance - Liability, D and O | 0.00 | 0.00 | 0.00 | 0.0% |
| 65125 · Audit | 0.00 | 0.00 | 0.00 | 0.0% |
| 65160 · Other Costs | 400.00 | 375.00 | 25.00 | 106.67% |
| 65170 · Contingency | 0.00 | 3,560.00 | -3,560.00 | 0.0% |
| Total 65100 · Other Types of Expenses | 400.00 | 3,935.00 | -3,535.00 | 10.17% |
| 66000 · Grant Expenditures | | | | |
| 66080 · P 1 GSP Development Exp State | 0.00 | 50,000.00 | -50,000.00 | 0.0% |
| Total 66000 · Grant Expenditures | 0.00 | 50,000.00 | -50,000.00 | 0.0% |
| Total Expense | 65,568.39 | 364,189.00 | -298,620.61 | 18.0% |
| Net Ordinary Income | -64,474.68 | -313,804.00 | 249,329.32 | 20.55% |
| Net Income | -64,474.68 | -313,804.00 | 249,329.32 | 20.55% |

North Fork Kings GSA
Profit & Loss Budget vs. Actual
July 2020 through June 2021
As of September 30, 2020

AGENDA ITEM 6

| | <u>Jul '20 - Jun 21</u> | <u>Budget</u> | <u>\$ Over Budget</u> | <u>% of Budget</u> |
|---|-------------------------|---------------|-----------------------|--------------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 45000 · Investments | | | | |
| 45030 · Interest-Savings, Short-term CD | 196.34 | 1,600.00 | -1,403.66 | 12.27% |
| Total 45000 · Investments | 196.34 | 1,600.00 | -1,403.66 | 12.27% |
| 47200 · Program Income | | | | |
| 47220 · Property Tax Assessments | 0.00 | 1,636,537.00 | -1,636,537.00 | 0.0% |
| 47222 · Penalty Fee-Property Assessment | 897.37 | | | |
| Total 47200 · Program Income | 897.37 | 1,636,537.00 | -1,635,639.63 | 0.06% |
| 48000 · Grants Revenue | | | | |
| 48080 · P 1 GSP Development Grant State | 0.00 | 200,000.00 | -200,000.00 | 0.0% |
| Total 48000 · Grants Revenue | 0.00 | 200,000.00 | -200,000.00 | 0.0% |
| Total Income | 1,093.71 | 1,838,137.00 | -1,837,043.29 | 0.06% |
| Expense | | | | |
| 62100 · Contract Services | | | | |
| 62120 · Outreach Services | 4,901.64 | 40,000.00 | -35,098.36 | 12.25% |
| 62140 · Legal Fees | 14,555.00 | 77,400.00 | -62,845.00 | 18.81% |
| 62145 · Lobbying Fees | 0.00 | 3,300.00 | -3,300.00 | 0.0% |
| 62150 · Outside Contract Services | 1,729.80 | 21,800.00 | -20,070.20 | 7.94% |
| 62155 · Outside Services - Coordination | 6,103.00 | 40,000.00 | -33,897.00 | 15.26% |
| 62160 · Program Services | 22,396.94 | 63,000.00 | -40,603.06 | 35.55% |
| 62190 · GSP Development | 0.00 | 0.00 | 0.00 | 0.0% |
| 62195 · Monitoring and Implementation | 15,399.96 | 863,518.00 | -848,118.04 | 1.78% |
| 62100 · Contract Services - Other | 0.00 | 120,000.00 | -120,000.00 | 0.0% |
| Total 62100 · Contract Services | 65,086.34 | 1,229,018.00 | -1,163,931.66 | 5.3% |
| 65000 · Operations | | | | |
| 65020 · Postage, Mailing Service | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 65030 · Printing and Copying | 23.40 | 2,000.00 | -1,976.60 | 1.17% |
| 65040 · Supplies | 58.65 | 2,000.00 | -1,941.35 | 2.93% |
| 65045 · Outreach Costs | 0.00 | 6,000.00 | -6,000.00 | 0.0% |
| 65050 · Telephone, Telecommunications | 0.00 | 0.00 | 0.00 | 0.0% |
| Total 65000 · Operations | 82.05 | 12,000.00 | -11,917.95 | 0.68% |
| 65100 · Other Types of Expenses | | | | |
| 65120 · Insurance - Liability, D and O | 0.00 | 2,300.00 | -2,300.00 | 0.0% |
| 65125 · Audit | 0.00 | 6,000.00 | -6,000.00 | 0.0% |
| 65160 · Other Costs | 400.00 | 1,500.00 | -1,100.00 | 26.67% |
| 65170 · Contingency | 0.00 | 14,250.00 | -14,250.00 | 0.0% |
| Total 65100 · Other Types of Expenses | 400.00 | 24,050.00 | -23,650.00 | 1.66% |
| 66000 · Grant Expenditures | | | | |
| 66080 · P 1 GSP Development Exp State | 0.00 | 200,000.00 | -200,000.00 | 0.0% |
| Total 66000 · Grant Expenditures | 0.00 | 200,000.00 | -200,000.00 | 0.0% |
| Total Expense | 65,568.39 | 1,465,068.00 | -1,399,499.61 | 4.48% |
| Net Ordinary Income | -64,474.68 | 373,069.00 | -437,543.68 | -17.28% |
| Net Income | -64,474.68 | 373,069.00 | -437,543.68 | -17.28% |

North Fork Kings GSA
Check Detail

AGENDA ITEM 6

| July through September 2020 | | | | | |
|-----------------------------|----------------|------------|-----------------|---|-----------------|
| Type | Num | Date | Name | Account | Paid Amount |
| | | | | | Original Amount |
| Check | | 07/31/2020 | | 10000 · Chase-Checking | -50.00 |
| | | | | 65160 · Other Costs | -50.00 |
| TOTAL | | | | | 50.00 |
| Check | | 08/31/2020 | | 10000 · Chase-Checking | -50.00 |
| | | | | 65160 · Other Costs | -50.00 |
| TOTAL | | | | | 50.00 |
| Check | | 09/30/2020 | | 10000 · Chase-Checking | -50.00 |
| | | | | 65160 · Other Costs | -50.00 |
| TOTAL | | | | | 50.00 |
| Bill Pmt -Check | 1178 | 07/02/2020 | Ruddell | 10000 · Chase-Checking | -2,790.00 |
| Bill | 161576 | 07/02/2020 | | 62140 · Legal Fees | -2,790.00 |
| TOTAL | | | | | 2,790.00 |
| Bill Pmt -Check | 1179 | 07/17/2020 | James GSP | 10000 · Chase-Checking | -25,648.43 |
| Bill | Inv 6 12/31/19 | 02/04/2020 | | 66080 · P 1 GSP Development Exp State | -25,648.43 |
| TOTAL | | | | | 28,498.25 |
| Bill Pmt -Check | 1180 | 07/17/2020 | KRCD-V | 10000 · Chase-Checking | -22,171.93 |
| Bill | 4599 | 06/30/2020 | | 62120 · Outreach Services | -2,426.51 |
| | | | | 62160 · Program Services | -19,569.48 |
| | | | | 65030 · Printing and Copying | -82.24 |
| | | | | 65040 · Supplies | -43.70 |
| | | | | 65045 · Outreach Costs | -50.00 |
| TOTAL | | | | | 22,171.93 |
| Bill Pmt -Check | 1181 | 07/17/2020 | South Kings GSA | 10000 · Chase-Checking | -19,166.53 |
| Bill | Inv 6 12/31/19 | 02/04/2020 | | 66080 · P 1 GSP Development Exp State | -19,166.53 |
| TOTAL | | | | | 21,296.14 |
| Bill Pmt -Check | 1182 | 07/24/2020 | Provost | 10000 · Chase-Checking | -23,088.00 |
| Bill | 79516 | 06/30/2020 | | 62150 · Outside Contract Services | -1,637.90 |
| | | | | 62195 · Monitoring and Implementation | -15,223.10 |
| Bill | 79746 | 06/30/2020 | | 62155 · Outside Services - Coordination | -1,125.00 |
| Bill | 79753 | 06/30/2020 | | 62155 · Outside Services - Coordination | -5,102.00 |
| TOTAL | | | | | 23,088.00 |

North Fork Kings GSA
Check Detail

AGENDA ITEM 6

July through September 2020

| Type | Num | Date | Name | Account | Paid Amount | Original Amount |
|-----------------|------------|------------|-------------------|---------------------------|-------------|-----------------|
| Bill Pmt -Check | 1183 | 07/31/2020 | KBWA | 10000 · Chase-Checking | | -250.00 |
| Bill | 2021-46 | 07/31/2020 | | 65160 · Other Costs | -250.00 | 250.00 |
| TOTAL | | | | | -250.00 | 250.00 |
| Bill Pmt -Check | 1184 | 07/31/2020 | Ruddell | 10000 · Chase-Checking | | -5,355.00 |
| Bill | 161563 | 07/31/2020 | | 62140 · Legal Fees | -5,355.00 | 5,355.00 |
| TOTAL | | | | | -5,355.00 | 5,355.00 |
| Bill Pmt -Check | 1185 | 07/31/2020 | Burrel | 10000 · Chase-Checking | | -15,751.50 |
| Bill | 073120BD | 07/31/2020 | | 32000 · Retained Earnings | -15,751.50 | 15,751.50 |
| TOTAL | | | | | -15,751.50 | 15,751.50 |
| Bill Pmt -Check | 1186 | 07/31/2020 | Clarks Fork | 10000 · Chase-Checking | | -4,811.00 |
| Bill | 073120CF | 07/31/2020 | | 32000 · Retained Earnings | -4,811.00 | 4,811.00 |
| TOTAL | | | | | -4,811.00 | 4,811.00 |
| Bill Pmt -Check | 1187 | 07/31/2020 | Co of Fresno | 10000 · Chase-Checking | | -70,786.50 |
| Bill | 073120COF | 07/31/2020 | | 32000 · Retained Earnings | -70,786.50 | 70,786.50 |
| TOTAL | | | | | -70,786.50 | 70,786.50 |
| Bill Pmt -Check | 1188 | 07/31/2020 | Crescent Canal Co | 10000 · Chase-Checking | | -27,606.00 |
| Bill | 073120CC | 07/31/2020 | | 32000 · Retained Earnings | -27,606.00 | 27,606.00 |
| TOTAL | | | | | -27,606.00 | 27,606.00 |
| Bill Pmt -Check | 1189 | 07/31/2020 | KRCD-V | 10000 · Chase-Checking | | -1,361.50 |
| Bill | 073120KRCD | 07/31/2020 | | 32000 · Retained Earnings | -1,361.50 | 1,361.50 |
| TOTAL | | | | | -1,361.50 | 1,361.50 |
| Bill Pmt -Check | 1190 | 07/31/2020 | Laguna | 10000 · Chase-Checking | | -70,078.50 |
| Bill | 073120LID | 07/31/2020 | | 32000 · Retained Earnings | -70,078.50 | 70,078.50 |
| TOTAL | | | | | -70,078.50 | 70,078.50 |
| Bill Pmt -Check | 1191 | 07/31/2020 | Liberty Mill Race | 10000 · Chase-Checking | | -19,077.50 |
| Bill | 073120LMR | 07/31/2020 | | 32000 · Retained Earnings | -19,077.50 | 19,077.50 |
| TOTAL | | | | | -19,077.50 | 19,077.50 |
| Bill Pmt -Check | 1192 | 07/31/2020 | Mid-Valley | 10000 · Chase-Checking | | -1,361.50 |
| Bill | 073120MVWD | 07/31/2020 | | 32000 · Retained Earnings | -1,361.50 | 1,361.50 |
| TOTAL | | | | | -1,361.50 | 1,361.50 |

North Fork Kings GSA
Check Detail

AGENDA ITEM 6

| July through September 2020 | | | | | | Paid Amount | Original Amount |
|-----------------------------|------------|------------|----------------------------|---|--|-------------|-----------------|
| Type | Num | Date | Name | Account | | | |
| Bill Pmt -Check | 1193 | 07/31/2020 | Raisin City Water District | 10000 · Chase-Checking | | | -1,361.50 |
| Bill | 073120RCWD | 07/31/2020 | | 32000 · Retained Earnings | | -1,361.50 | 1,361.50 |
| TOTAL | | | | | | -1,361.50 | 1,361.50 |
| Bill Pmt -Check | 1194 | 07/31/2020 | Reed Ditch Co | 10000 · Chase-Checking | | | -14,054.00 |
| Bill | 073120RD | 07/31/2020 | | 32000 · Retained Earnings | | -14,054.00 | 14,054.00 |
| TOTAL | | | | | | -14,054.00 | 14,054.00 |
| Bill Pmt -Check | 1195 | 07/31/2020 | Upper SJ | 10000 · Chase-Checking | | | -17,110.00 |
| Bill | 073120USJ | 07/31/2020 | | 32000 · Retained Earnings | | -17,110.00 | 17,110.00 |
| TOTAL | | | | | | -17,110.00 | 17,110.00 |
| Bill Pmt -Check | 1196 | 08/07/2020 | Liberty Canal | 10000 · Chase-Checking | | | -17,110.00 |
| Bill | 080720LCC | 08/07/2020 | | 32000 · Retained Earnings | | -17,110.00 | 17,110.00 |
| TOTAL | | | | | | -17,110.00 | 17,110.00 |
| Bill Pmt -Check | 1197 | 08/07/2020 | Liberty WD | 10000 · Chase-Checking | | | -44,350.00 |
| Bill | 080720LWD | 08/07/2020 | | 32000 · Retained Earnings | | -44,350.00 | 44,350.00 |
| TOTAL | | | | | | -44,350.00 | 44,350.00 |
| Bill Pmt -Check | 1198 | 08/07/2020 | Riverdale Irrig. | 10000 · Chase-Checking | | | -33,821.50 |
| Bill | 080720RID | 08/07/2020 | | 32000 · Retained Earnings | | -33,821.50 | 33,821.50 |
| TOTAL | | | | | | -33,821.50 | 33,821.50 |
| Bill Pmt -Check | 1199 | 09/04/2020 | Provost | 10000 · Chase-Checking | | | -23,232.76 |
| Bill | 80725 | 09/04/2020 | | 62150 · Outside Contract Services | | -1,729.80 | 1,729.80 |
| | | | | 62195 · Monitoring and Implementation | | -15,399.96 | 15,399.96 |
| Bill | 80775 | 09/04/2020 | | 62155 · Outside Services - Coordination | | -5,082.00 | 5,082.00 |
| Bill | 80782 | 09/04/2020 | | 62155 · Outside Services - Coordination | | -1,021.00 | 1,021.00 |
| TOTAL | | | | | | -23,232.76 | 23,232.76 |
| Bill Pmt -Check | 1200 | 09/04/2020 | Ruddell | 10000 · Chase-Checking | | | -6,410.00 |
| Bill | 161567 | 09/04/2020 | | 62140 · Legal Fees | | -6,410.00 | 6,410.00 |
| TOTAL | | | | | | -6,410.00 | 6,410.00 |



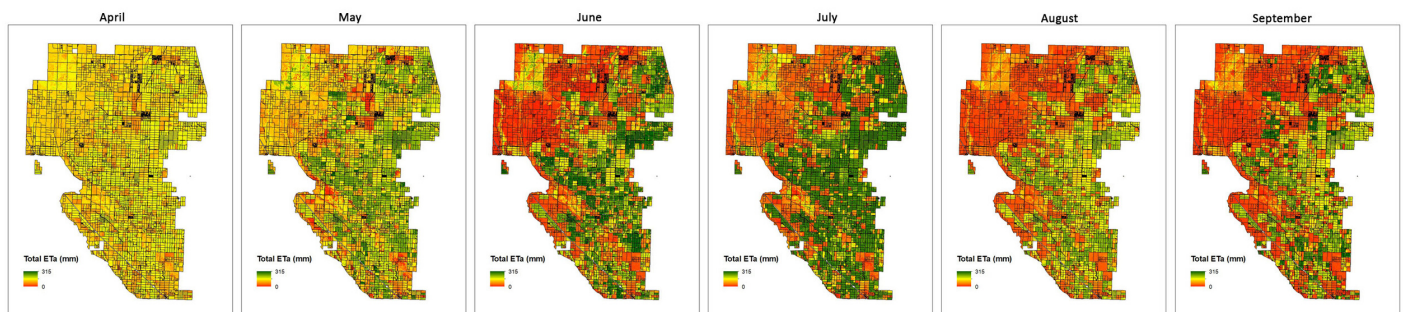
LAND IQ DATA DRIVEN MODEL (LDDM)

The Land IQ Data Driven Method (LDDM) was developed for determining evapotranspiration at a detailed, field-scale level for water use tracking by irrigation districts, groundwater sustainability agencies, and sub watersheds. The LDDM is used to interpret image data and leverages robust and repeated ground station data with direct image analysis.

The approach can utilize a variety of image and ground data sources and yields more accurate results because ground calibration data are available. It is also less labor-intensive, less costly, and more accurate than other remote sensing methods at the refined field scale level.

The LDDM is differentiated from other models due to the following:

- Primary unit of analysis is at the field scale
- Incorporates Land IQ field level crop mapping at 97+% accuracy
- Integrates repeated and rigorous ground truthing environmental stations (currently 50+)
- Differentiates permanent crop age in the analysis process
- Integrates other agronomic features of modern cropping systems



PRIMARY UNIT OF ANALYSIS

Unlike other models that start at a regional level, the LDDM begins at the field level and can then be rolled up into the larger unit of analysis desired.

RIGOROUS GROUND TRUTHING

The LDDM utilizes ground monitoring stations for calibration of ET analysis, as well as validation to help quantify accuracy levels. The ground monitoring stations generate hourly ET data that is correlated back to satellite imagery and used as a dependent variable in the modeling process.

Ground monitoring stations are distributed to correspond with the dominant crop types in the service area. Stations are continuously monitored via telemetered systems with alerts to detect inconsistencies in collection or outages, thus preventing the loss of data.



HIGHLY ACCURATE LAND USE & AGRONOMIC DATA

The LDDM utilizes the same land use data the Department of Water Resources (DWR) provides for the implementation of the Sustainable Groundwater Management Act (SGMA). These data also are provided as a deliverable with the consumed water from the same field. Thus, we can ensure consistency of acreage that is maintained between public mapping used by SGMA of an area and internal mapping.

Utilizing remote sensing technologies, statistical and temporal analysis methods, Land IQ's spatial database of crop acreage exceeds 97% accuracy on the classification of crops. Baseline statewide crop mapping was conducted in 2014 and 2016 for the DWR, and continues with multi-cropping in 2018 and 2019. Land IQ is contracted with DWR to map future years; currently forecasted through 2021. As a result, the land use drives and enhances the analysis of consumed water by the crops, is highly accurate, approved by DWR and the State of California, and forms one of the foundational elements of the accurate ET results.

Unlike other methods, the Land IQ land use data is derived from and guided by our understanding of agricultural systems, landscape processes, production systems, crop phenology and detailed ground truthing. In addition to basic land use data, the LDDM also incorporates the following data sets:

- Permanent crop age
- Permanent crop density
- Unique field conditions, including irrigation method

LAND IQ SCOPE OF WORK SUMMARY

Key components of this scope of work include the following:

1. Full staff dedicated to this work include the following:
 - Principal In Charge and Principal Agricultural Scientist – Joel Kimmelshue, PhD
 - Principal Remote Sensing Analyst – Zhongwu Wang, PhD
 - Biometeorologist – Frank Anderson, MS
 - Agricultural Scientist – Seth Mulder, MS
 - Agricultural Scientist – Chris Stall, MS
 - Remote Sensing Analyst – Diya Chowdhury, MS
 - Project Manager/Client Relations – Casey Gudel, MS
 - GIS Analyst – Justin Sitton, BS
 - Support Staff – Various as needed
2. Deliverables include:
 - Monthly field by field ET
 - Monthly field by field crop type
 - Monthly spatial map of subbasin wide (partitioned into fields) variations in precipitation
 - All spatial data files including results for 1, 2, and 3 above and field boundaries
 - Monthly reports
 - Annual reports
3. Accuracy assessment each month based on ground truthed calibration stations.
4. Will require cooperating growers in various crops for siting stations to be identified by the GSA according to the criteria provide by Land IQ
5. Cost would be \$0.76/acre/year for a 3-year commitment. We spread the cost over three years because of the large up front cost for equipment. This allows the monthly cost to the GSA to be the same. This is an all inclusive cost for all equipment, labor, reporting, communications, etc.
6. Monthly and annual reports. Monthly report delivered within 25 days (or sooner) from the end of the previous month.



SCOPE OF WORK PROPOSAL

LAND IQ ET – A DATA DRIVEN, FIELD BY FIELD APPROACH – NORTH FORK KINGS GSA

TO: North Fork Kings GSA

FROM: Joel Kimmelshue/Land IQ
Zhongwu Wang/Land IQ
Frank Anderson/Land IQ
Seth Mulder/Land IQ
Casey Gudel/Land IQ

DATE: October 26, 2020

INTRODUCTION

This scope of work proposal was developed at the request of North Fork Kings Groundwater Sustainability Agencies (NFK GSA) (Figure 1) and for the purpose of developing a monthly and annual calculation of evapotranspiration (ET) occurring within the NFK GSA.

Calculation of ET can be performed accurately using weighing lysimeters and eddy correlation monitoring techniques. These methods are limited, however, because they provide point values of ET for a specific 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 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 measurements.

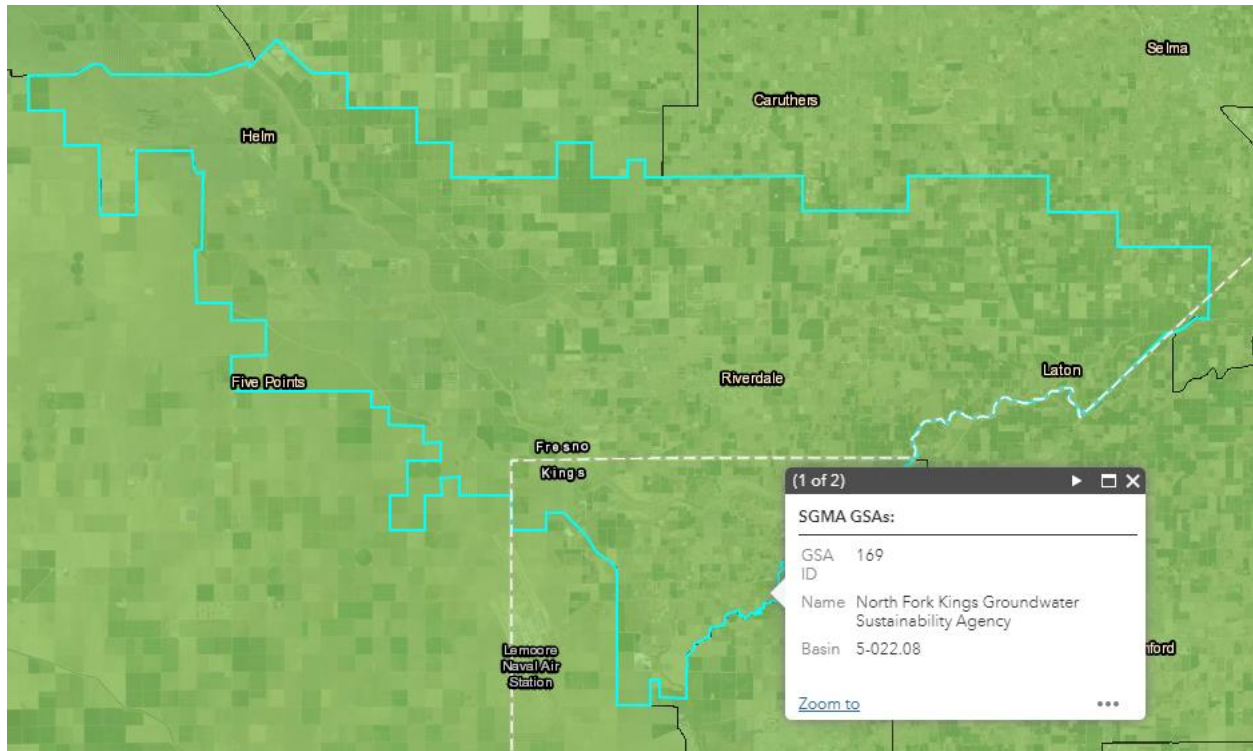


Figure 1. North Fork Kings GSA boundary.

STAFFING RESOURCES AND PROJECT COOPERATORS

Staff expected to work on this project from Land IQ have been involved in various aspects of evapotranspiration modeling, agricultural remote sensing, and regulatory support for the last 3 to 25 years, and are listed below. Other appropriately qualified staff may also participate to facilitate completion of any tasks approved by NFK GSA as a part of this proposed scope of work.

- Principal In Charge and Principal Agricultural Scientist – Joel Kimmelshue, PhD
- Principal Remote Sensing Analyst – Zhongwu Wang, PhD
- Biometeorologist – Frank Anderson, MS
- Agricultural Scientist – Seth Mulder, MS
- Agricultural Scientist – Chris Stall, MS
- Remote Sensing Analyst – Diya Chowdhury, MS
- Project Manager/Client Relations – Casey Gudel, MS
- GIS Analyst – Justin Sitton, BS
- Support Staff – Various as needed

Land IQ also welcomes input and collaboration with NFK 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 possible and feasible for the client organization(s).

Implementation of these tasks may also include coordination efforts with other technical providers that Land IQ will manage as a part of this overall effort. Land IQ intends on working openly with these parties to help facilitate, to the extent possible, understanding and acceptance of the work approaches and data management used for analysis and ultimate results.

Scope Confidentiality: This scope of work is considered confidential in nature, and is intended for review and consideration only by the addressees or direct representatives of the organization in the "Prepared For" line.

TASKS

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

- **Task 1** – Monthly Consumptive Use Analysis
- **Task 2** – Monthly and Annual Reporting
- **Task 3** – Outreach and Communications

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 CONSUMPTIVE USE ANALYSIS

Scope of Work: It is proposed that the Land IQ ET data driven approach developed for approximately 1,007,000 gross acres in the southern San Joaquin Valley for Semitropic Water Storage District (used since 2016), North Kern Water Storage District (used since 2018), Shafter Wasco Irrigation District (used since 2018), East Kaweah Groundwater Sustainability Agency (currently installed in 2020), Tule Subbasin Groundwater Sustainability Agencies (used since May 2020), and Southern San Joaquin Municipal Utilities District (currently being installed) be used.

The Land IQ ET data driven approach is used to interpret image data and leverages robust and repeated ground station data to be implemented within the NFK GSA as well as a more direct image analysis. The approach yields more accurate results when repeated and representative ground calibration data are available. It is also less labor-intensive than METRIC-based (or similar) remote sensing methods at this refined scale.

Because the Land IQ ET data driven 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 or crop type desired. This is unique to the Land IQ ET data driven approach as compared to other RS approaches and models.

This method does, however, require robust ground truthing data. Representative ground truthing stations installed within the North Fork Kings GSA will be used for calibration and validation datasets. Stations proposed to be installed include approximately 6-10 eddy covariance and surface renewal stations in active agricultural areas.

After station installation and data collection, the RS effort will employ Landsat 8, Sentinel , RapidEye, as well as Maxar 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 some the images used contain a clear sky. Ground measurements from monitored eddy covariance and surface renewal stations will be used to generate hourly ET data correlated to the Landsat 8, RapidEye, Sentinel 2 and Maxar Imagery satellite overpasses and then used as a dependent variable in the modeling process. Ground measurements can also be used to compensate when cloud covered images exist. Therefore, no month over month interpolation is required.

With installation of the stations, many will have precipitation gauges. Land IQ uses these measured and telemetered data as part of the calculation of overall consumed water from rainfall or applied water.

It should be noted that Land IQ has entered into a collaboration relationship with Dr. Daniele Zaccaria and Dr. Rick Snyder (emeritus) from the University of California, Davis as collaborating partners. The collaborative partnership between UC Davis provides for periodic independent review.

Deliverables: None

Schedule: Individual analyses will be completed monthly and annually at the end of each calendar year and results delivered to the NFK GSA within approximately 25 days from the end of the previous month.

TASK 2. MONTHLY AND ANNUAL REPORTING

Scope of Work: Monthly template reports will be developed. An annual report will also be developed which summarizes the previous year, once completed. The first of the 12 monthly reports will begin immediately on the first of the month following completion of recording of 30 days of climatic data and will be delivered within 25-30 days.

Deliverables: Monthly results will be delivered in data summary, shape file, and report formats. Annual results will be delivered in report format only. Results can also be delivered in a format that can be consumed by online tools for delivery to growers directly. This does not include the partitioning of results by ownership.

In addition to ET reporting, Land IQ will provide field by field crop type mapping for the North Fork Kings GSA in electronic and summary form at least annually and more frequently for cropped areas (Figure 2). These data will be the same type and quality of data for crop mapping that are provided to the State of California, Department of Water Resources as Land IQ is the contractor for that dataset as required by SGMA.

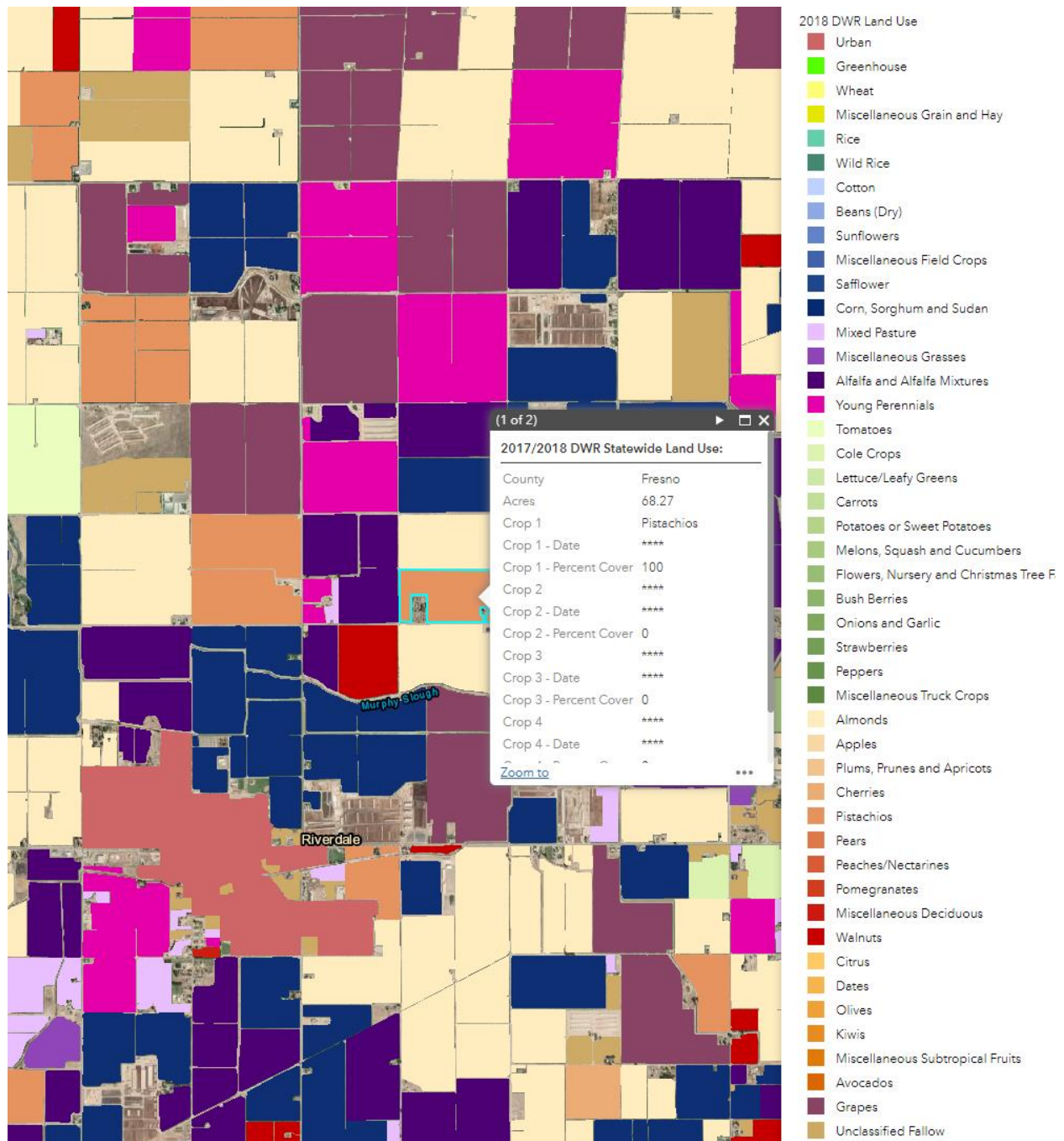


Figure 2. An example of field by field crop mapping to be delivered in conjunction with field by field consumed water and field by field spatial precipitation.

Therefore, deliverables will include:

1. Monthly field by field ET
2. Monthly field by field crop type
3. Monthly spatial map of subbasin wide (partitioned into fields) variations in precipitation
4. All spatial data files including results for 1, 2, and 3 above and field boundaries
5. Monthly reports
6. Annual reports

Scope Confidentiality: This scope of work is considered confidential in nature, and is intended for review and consideration only by the addressees or direct representatives of the organization in the "Prepared For" line.

Schedule: Individual analyses and reporting will be completed monthly and results delivered within approximately 25 days of the end of the previous month being analyzed. Annual summarization and reporting will be completed within approximately 45 days following the end of the previous 12-month period. A 12-month period can be any duration desired (e.g. calendar year, water year, unique fiscal year, etc.).

TASK 3. OUTREACH AND COMMUNICATIONS

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

Deliverables: Presentation materials

Schedule: As needed or directed by the North Fork Kings GSA.

TOTAL COST AND PAYMENT TERMS

According to DWR records and Land IQ mapping there are approximately 168,000 total gross acres within the North Fork Kings GSA. An annual cost is expected to be \$0.76/acre/year. The North Fork Kings GSA will receive a monthly invoice for \$10,640.

Land IQ is currently in conversations with other neighboring GSA's and Subbasins. If those larger acreage GSA's and Subbasins ultimately use our approach, the per acre costs may decrease depending on the acres involved and associated equipment cost. The cost may also stay the same. These costs are based on a minimum of a 3-year project duration commitment. If the North Fork Kings GSAs decides to not complete the 3-year project duration, the remainder of costs for outstanding labor and expenses will be due.

As previously noted, Land IQ has entered into a collaboration agreement with Dr. Daniele Zaccaria and Dr. Rick Snyder (emeritus) from the University of California, Davis as collaborating partners. As such we are able to use the data from 6 neighboring surface energy balance stations for this project. These stations are owned by UC Davis and operated by Land IQ and UC Davis. The partnership between UC Davis and Land IQ allows Land IQ to use the data from these stations and also provides for independent review by Drs. Daniele Zaccaria and Rick Snyder. The use of these stations provides some cost savings for the North Fork Kings GSA and also additional robust ground truthing information that will provide more reliable, defensible, and accurate results.

The cost of \$0.76/acre/year includes all equipment, labor, expenses, supplies, project management, and all other associated costs. All stations are provided as a rental cost and the equipment is owned by Land IQ.

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. Depending on participation by other neighboring Districts, Subbasins or other areas, some cost savings may be realized. 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.

LAND IQ, LLC

CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT (the “**Agreement**”) is made and entered into effective as of October 28, 2020 by and between **Land IQ, LLC**, a California limited liability company, (“**Land IQ**”), and **North Fork Kings Groundwater Sustainability Agency** (“**Client**”).

WHEREAS, Land IQ is engaged in the business of providing services to its clients that involve, among other services, the performance of analyses of soil, landscape, remotely sensed imagery, water, air, and crop production data, hydrological modeling, research services, and technical consultation and research in the fields of agriculture, remote sensing, water quality and supply management, 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, 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.

In further consideration of the performance of the Designated Services described in each Statement of Work, Client shall reimburse Land IQ for those services, items of property, materials 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 expenses, costs and disbursements. Also, 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 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, and such breach or failure is not cured within a period of ten (10) days after the receipt by the breaching party of written notice of such breach or failure specifying the nature of the breach or failure. Finally, Land IQ may terminate this Agreement or 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 herein; and if such termination occurs before completion of the Designated Services, then the amount of professional fees to be paid to Land IQ shall be determined (a) with respect to “fixed fee” Designated Services, on a pro rata basis based on the percentage of Designated Services then completed, and (b) with respect to “time and materials” Designated Services, based on the number of hours then performed and the amount of materials then used.

Upon termination of this Agreement for any reason, and after Client has paid in full all amounts described in this Section 3, 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. Furthermore, upon termination of this Agreement for any reason, Client shall promptly return to Land IQ copies of all physical embodiments of all Tools and Rights (defined below) and other data, records or materials of whatever nature or kind belonging to Land IQ, including 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, 10-13, and 15-26 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 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 and other labor disputes, riots, civil unrest, war, lockouts, accidents, fires, floods, unusually severe weather, epidemics and quarantine restrictions, death or disability of personnel, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, embargos, and shortages of labor, fuel, raw materials or equipment. For delays resulting from actions or inactions of Client or its representatives, or of third parties, Land IQ shall be given an appropriate time extension and shall be compensated for all additional costs of labor, equipment and other direct and indirect costs Land IQ incurs during any delay or interruption of services caused by circumstances beyond Land IQ control. 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, Client is and shall be the owner of all final documents and other written communications, generated by Land IQ in the performance of the Designated Services and identified as being deliverables under the applicable Statements of Work (collectively, the “**Deliverables**”).

Notwithstanding any other provisions of this Agreement, Client may use, distribute and submit such Deliverables to regulatory agencies and principals of Client, as well as to third parties, including without limitation, press or media representatives and representatives of citizens or public interest groups in connection with Client's interests relating to the applicable Site (defined below). Client shall also be the owner of all licenses to information, maps, websites or products, generated by Land IQ and identified as being deliverables under the applicable Statements of Work (collectively, the "**Licenses**"). Use and distribution of any and all Licenses by the Client will be limited by the terms of a License Agreement to be completed by both parties. The License Agreement shall not override any other terms and conditions of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, 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 libraries, 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, 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, other than the Deliverables; 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 such Tools and Rights, and Land IQ shall be free to use any such Tools and Rights in providing services to any persons or entities in the future.

Use by Client or third parties of any Tools and Rights or other intellectual property owned by Land IQ, or any device or enhancement developed by Land IQ, 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.

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 above, 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 method 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 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 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, 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 or the breach thereof, or to the performance of the Designated Services.
- B. 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 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, 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 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 on account of the gross negligence or willful misconduct of Land IQ in the performance of its obligations under this Agreement; provided, however, that the maximum aggregate liability of the Land IQ shall not exceed the policy limit of the Land IQ's applicable policy.

13. Confidentiality

Each party hereto acknowledges that, in connection with this Agreement, such party (the “**Disclosee**”) might be making use of, acquiring and 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 O.C.G.A. Section 10-1-761, 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 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 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. 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.

14. Right of Entry and Property Responsibility

During the Term, Client shall grant or cause to be granted to Land IQ and its assignees and subcontractors, at Client's expense, free access to any Site affiliated with the Designated Services. 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 and its assignees and 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 IQs' 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.

16. Nonsolicitation 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 in writing.

18. 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 to 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 110
Sacramento, California 95811
Attention: Casey Gudel
phone: (916) 265-6344
email: cgudel@landiq.com

(b) If to Client:

North Fork Kings Groundwater Sustainability Agency
4886 East Jensen Avenue
Fresno, CA 93725
Attention: Charlotte Gallock
Phone: (559) 237-5567
Email: cgallock@krcd.org

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

19. 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 this Agreement (excluding the Statements of Work and License Agreements) shall govern and control, except to the extent otherwise expressly provided in such Statement of Work or License Agreement.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Attorneys’ Fees

In the event of mediation, 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, to the extent that such party prevails over the other party in such proceeding. Notwithstanding the above, Client also agrees to pay all costs, including, without limitation, personnel charges under Land IQ’ standard Schedule of Charges and reasonable attorneys’ fees incurred by Land IQ in responding to any subpoena or other lawful demand by Client or a third party (including any government entity) for information, testimony or documents relating to the Designated Services provided under 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:

**NORTH FORK KINGS GROUNDWATER
SUSTAINABILITY AGENCY**

By: _____

Name: Charlotte Gallock

Title: Director of Water Resources

EXHIBIT A
STATEMENT OF WORK

SEE ATTACHED STATEMENT(S) OF WORK

DRAFT

SCOPE OF WORK PROPOSAL

LAND IQ ET – A DATA DRIVEN, FIELD BY FIELD APPROACH – NORTH FORK KINGS GSA

TO: North Fork Kings GSA

FROM: Joel Kimmelshue/Land IQ
Zhongwu Wang/Land IQ
Frank Anderson/Land IQ
Seth Mulder/Land IQ
Casey Gudel/Land IQ

DATE: October 26, 2020

INTRODUCTION

This scope of work proposal was developed at the request of North Fork Kings Groundwater Sustainability Agencies (NFK GSA) (Figure 1) and for the purpose of developing a monthly and annual calculation of evapotranspiration (ET) occurring within the NFK GSA.

Calculation of ET can be performed accurately using weighing lysimeters and eddy correlation monitoring techniques. These methods are limited, however, because they provide point values of ET for a specific 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 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 measurements.

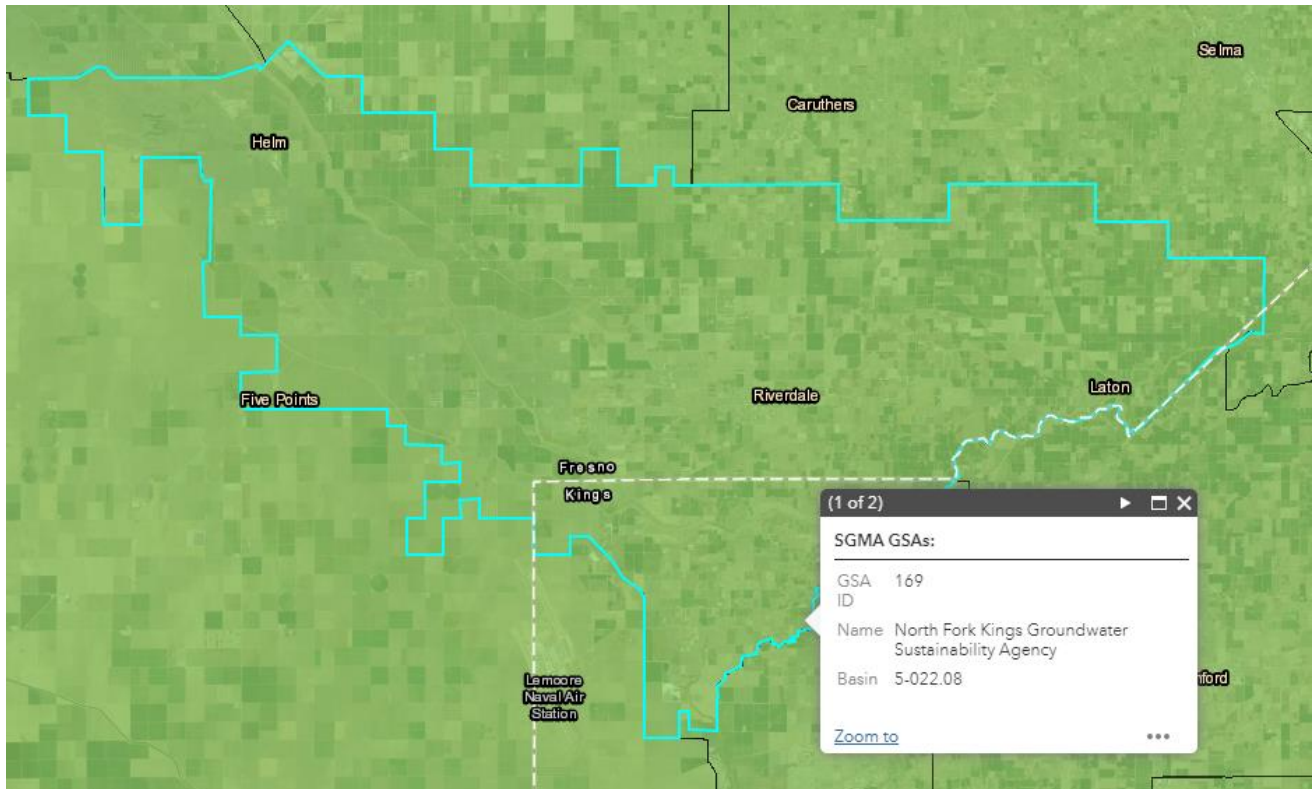


Figure 1. North Fork Kings GSA boundary.

STAFFING RESOURCES AND PROJECT COOPERATORS

Staff expected to work on this project from Land IQ have been involved in various aspects of evapotranspiration modeling, agricultural remote sensing, and regulatory support for the last 3 to 25 years, and are listed below. Other appropriately qualified staff may also participate to facilitate completion of any tasks approved by NFK GSA as a part of this proposed scope of work.

- Principal In Charge and Principal Agricultural Scientist – Joel Kimmelshue, PhD
- Principal Remote Sensing Analyst – Zhongwu Wang, PhD
- Biometeorologist – Frank Anderson, MS
- Agricultural Scientist – Seth Mulder, MS
- Agricultural Scientist – Chris Stall, MS
- Remote Sensing Analyst – Diya Chowdhury, MS
- Project Manager/Client Relations – Casey Gudel, MS
- GIS Analyst – Justin Sitton, BS
- Support Staff – Various as needed

Scope Confidentiality: This scope of work is considered confidential in nature, and is intended for review and consideration only by the addressees or direct representatives of the organization in the “Prepared For” line.

Land IQ also welcomes input and collaboration with NFK 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 possible and feasible for the client organization(s).

Implementation of these tasks may also include coordination efforts with other technical providers that Land IQ will manage as a part of this overall effort. Land IQ intends on working openly with these parties to help facilitate, to the extent possible, understanding and acceptance of the work approaches and data management used for analysis and ultimate results.

TASKS

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

- **Task 1** – Monthly Consumptive Use Analysis
- **Task 2** – Monthly and Annual Reporting
- **Task 3** – Outreach and Communications

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 CONSUMPTIVE USE ANALYSIS

Scope of Work: It is proposed that the Land IQ ET data driven approach developed for approximately 1,007,000 gross acres in the southern San Joaquin Valley for Semitropic Water Storage District (used since 2016), North Kern Water Storage District (used since 2018), Shafter Wasco Irrigation District (used since 2018), East Kaweah Groundwater Sustainability Agency (currently installed in 2020), Tule Subbasin Groundwater Sustainability Agencies (used since May 2020), and Southern San Joaquin Municipal Utilities District (currently being installed) be used.

The Land IQ ET data driven approach is used to interpret image data and leverages robust and repeated ground station data to be implemented within the NFK GSA as well as a more direct image analysis. The approach yields more accurate results when repeated and representative ground calibration data are available. It is also less labor-intensive than METRIC-based (or similar) remote sensing methods at this refined scale.

Because the Land IQ ET data driven 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 or crop type desired. This is unique to the Land IQ ET data driven approach as compared to other RS approaches and models.

This method does, however, require robust ground truthing data. Representative ground truthing stations installed within the North Fork Kings GSA will be used for calibration and validation datasets. Stations proposed to be installed include approximately 6-10 eddy covariance and surface renewal stations in active agricultural areas.

After station installation and data collection, the RS effort will employ Landsat 8, Sentinel , RapidEye, as well as Maxar 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 some the images used contain a clear sky. Ground measurements from monitored eddy covariance and surface renewal stations will be used to generate hourly ET

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data correlated to the Landsat 8, RapidEye, Sentinel 2 and Maxar Imagery satellite overpasses and then used as a dependent variable in the modeling process. Ground measurements can also be used to compensate when cloud covered images exist. Therefore, no month over month interpolation is required.

With installation of the stations, many will have precipitation gauges. Land IQ uses these measured and telemetered data as part of the calculation of overall consumed water from rainfall or applied water.

It should be noted that Land IQ has entered into a collaboration relationship with Dr. Daniele Zaccaria and Dr. Rick Snyder (emeritus) from the University of California, Davis as collaborating partners. The collaborative partnership between UC Davis provides for periodic independent review.

Deliverables: None

Schedule: Individual analyses will be completed monthly and annually at the end of each calendar year and results delivered to the NFK GSA within approximately 25 days from the end of the previous month.

TASK 2. MONTHLY AND ANNUAL REPORTING

Scope of Work: Monthly template reports will be developed. An annual report will also be developed which summarizes the previous year, once completed. The first of the 12 monthly reports will begin immediately on the first of the month following completion of recording of 30 days of climatic data and will be delivered within 25-30 days.

Deliverables: Monthly results will be delivered in data summary, shape file, and report formats. Annual results will be delivered in report format only. Results can also be delivered in a format that can be consumed by online tools for delivery to growers directly. This does not include the partitioning of results by ownership.

In addition to ET reporting, Land IQ will provide field by field crop type mapping for the North Fork Kings GSA in electronic and summary form at least annually and more frequently for cropped areas (Figure 2). These data will be the same type and quality of data for crop mapping that are provided to the State of California, Department of Water Resources as Land IQ is the contractor for that dataset as required by SGMA.

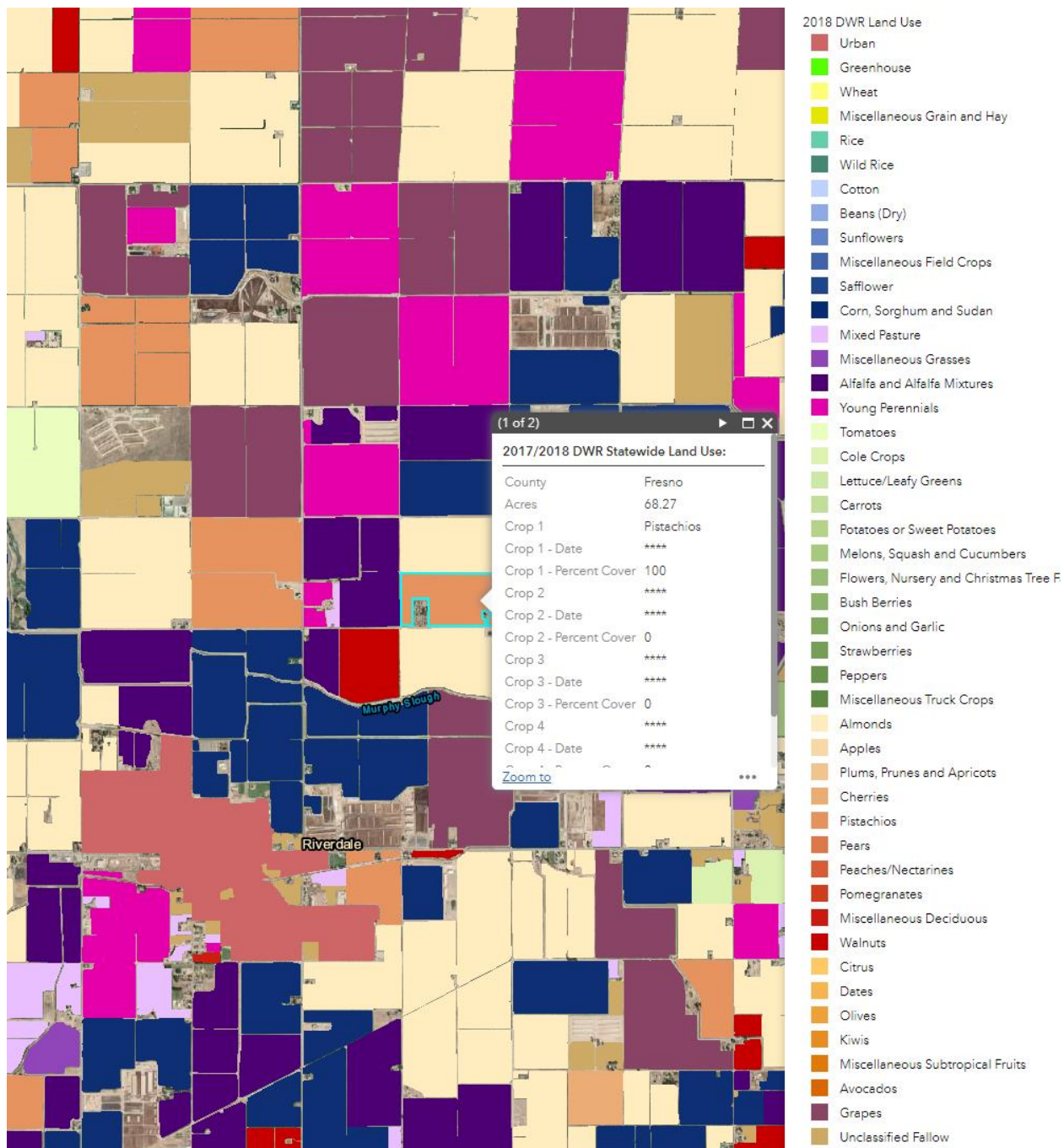


Figure 2. An example of field by field crop mapping to be delivered in conjunction with field by field consumed water and field by field spatial precipitation.

Therefore, deliverables will include:

1. Monthly field by field ET
2. Monthly field by field crop type
3. Monthly spatial map of subbasin wide (partitioned into fields) variations in precipitation
4. All spatial data files including results for 1, 2, and 3 above and field boundaries
5. Monthly reports
6. Annual reports

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Schedule: Individual analyses and reporting will be completed monthly and results delivered within approximately 25 days of the end of the previous month being analyzed. Annual summarization and reporting will be completed within approximately 45 days following the end of the previous 12-month period. A 12-month period can be any duration desired (e.g. calendar year, water year, unique fiscal year, etc.).

TASK 3. OUTREACH AND COMMUNICATIONS

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

Deliverables: Presentation materials

Schedule: As needed or directed by the North Fork Kings GSA.

TOTAL COST AND PAYMENT TERMS

According to DWR records and Land IQ mapping there are approximately 168,000 total gross acres within the North Fork Kings GSA. An annual cost is expected to be \$0.76/acre/year. The North Fork Kings GSA will receive a monthly invoice for \$10,640.

Land IQ is currently in conversations with other neighboring GSA's and Subbasins. If those larger acreage GSA's and Subbasins ultimately use our approach, the per acre costs may decrease depending on the acres involved and associated equipment cost. The cost may also stay the same. These costs are based on a minimum of a 3-year project duration commitment. If the North Fork Kings GSAs decides to not complete the 3-year project duration, the remainder of costs for outstanding labor and expenses will be due.

As previously noted, Land IQ has entered into a collaboration agreement with Dr. Daniele Zaccaria and Dr. Rick Snyder (emeritus) from the University of California, Davis as collaborating partners. As such we are able to use the data from 6 neighboring surface energy balance stations for this project. These stations are owned by UC Davis and operated by Land IQ and UC Davis. The partnership between UC Davis and Land IQ allows Land IQ to use the data from these stations and also provides for independent review by Drs. Daniele Zaccaria and Rick Snyder. The use of these stations provides some cost savings for the North Fork Kings GSA and also additional robust ground truthing information that will provide more reliable, defensible, and accurate results.

The cost of \$0.76/acre/year includes all equipment, labor, expenses, supplies, project management, and all other associated costs. All stations are provided as a rental cost and the equipment is owned by Land IQ.

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. Depending on participation by other neighboring Districts, Subbasins or other areas, some cost savings may be realized. 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.

Scope Confidentiality: This scope of work is considered confidential in nature, and is intended for review and consideration only by the addressees or direct representatives of the organization in the "Prepared For" line.

RULES AND REGULATIONS
OF THE
NORTH FORK KINGS
GROUNDWATER SUSTAINABILITY AGENCY

Adopted [date]

 , Secretary
North Fork Kings GSA

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Article I. General

Section 1.01 Purpose

These rules and regulations are established by the Board of Directors of the North Fork Kings Groundwater Sustainability Agency (“NFKGSA”) in order to provide for the sustainable management of groundwater within the NFKGSA jurisdictional boundaries.

Section 1.02 Authority

Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10725.2 expressly states as follows:

“A groundwater sustainability agency may adopt rules, regulations, ordinances, and resolutions for the purpose of this part, in compliance with any procedural requirements applicable to the adoption of a rule, regulation, ordinance, or resolution by the groundwater sustainability agency.”

Section 1.03 Groundwater Sustainability Plan

Pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10725, a groundwater sustainability agency may exercise the powers described in Chapter 5 provided the groundwater sustainability agency adopts and submits a groundwater sustainability plan to the Department of Water Resources. These rules and regulations are designed to implement the provisions of the NFKGSA GSP, and may be amended at any time if necessary, to achieve consistency with the groundwater sustainability plan and steps needed to achieve sustainability.

Pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10720.5(b), however, nothing in the NFKGSA GSP, or these rules or regulations, is intended to 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 1.04 Definitions

“De minimis” means a person who extracts, for domestic purposes, two acre-feet or less per year, as defined in SGMA.

“NFKGSA” means North Fork Kings Groundwater Sustainability Agency.

“NFKGSA GSP” means the NFKGSA Groundwater Sustainability Plan developed and submitted to the Department of Water Resources pursuant to Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10727, *et al.*

“Operator” means an authorized representative of an owner.

“Owner” means fee title owner of land within the NFKGSA boundaries.

“SGMA” means the Sustainable Groundwater Management Act.

“Water year” means the 12-month period October 1, for any given year through September 30, of the following year. The water year is designated by the calendar year in which it ends and which includes 9 of the 12 months. Thus, the year ending September 30, 1999 is called the "1999" water year.

Section 1.05 Effective Date and Changes

These rules and regulations shall become effective upon adoption and may be added to, amended and/or repealed at any time by resolution of the Board of Directors of the NFKGSA and such additions, amendments, and/or repeals shall become effective upon their adoptions or as otherwise specified by the Board of Directors.

Section 1.06 Actions Against the NFKGSA

Nothing contained in these rules and regulations shall constitute a waiver by the NFKGSA or estop the NFKGSA from asserting any defenses or immunities from liability as provided in law, including, but not limited to, those provided in Division 3.6 of Title 1 of the Government Code.

Section 1.07 Severability of Provisions

If any provision of these rules and regulations, or the application thereof to any person or circumstance, is held invalid, the remainder of these rules and regulations, and the application of its provisions to other persons or circumstances, shall not be affected thereby.

Article II. Groundwater Monitoring

Section 2.01 Well Registration

(a) New Extraction Facilities

Any new groundwater extraction facilities constructed after January 31, 2021 shall be registered with the NFKGSA within 30 days of the completion of drilling activities. All new extraction facilities registered with the NFKGSA, excluding *de minimis* users, shall install a flowmeter at the time of construction in accordance with Section 2.02(a).

(i) New Extraction Facilities Registration Requirement

The owner of an extraction facility to be registered pursuant to this subsection shall provide, in full, the information required to complete the on-line registration form provided by the NFKGSA that includes, at a minimum, the following:

- i. Name and address of the operator(s).
- ii. Name and address of the owner(s) of the land upon which the extraction facility is located.
- iii. Well Completion Report, filed with the Department of Water Resources, pursuant to California Water Code section 13751, or if not available, construction information about the extraction facility, including total depth of the well casing, size of the well casing, and location or depth of perforations.
- iv. Information on the size of the extraction facility, including pump size (horsepower) and pump test information or estimated pumping capacity.
- v. Location, parcel number and state well number of the water extraction facility.
- vi. Information on the type of installed flowmeter (if any).

(ii) Penalty for Failure to Register

Failure to register an extraction facility pursuant to this subsection within six months of construction, shall incur a penalty to be determined by the NFKGSA board.

(b) Existing Extraction Facilities

All existing extraction facilities shall be registered with the NFKGSA no later than the following:

- By July 1, 2022, owners of extraction facilities owning sixty (60) or more acres within the NFKGSA jurisdictional boundaries shall register all existing extraction facilities constructed prior to January 31, 2021;
- By January 1, 2023, all existing extraction facilities constructed prior to January 31, 2021 shall be registered with the NFKGSA.

(i) Existing Facility Registration Requirement

The owner of an extraction facility to be registered pursuant to this subsection shall provide, in full, the information required to complete the on-line registration form provided by the NFKGSA that includes, the following if such information exists:

- i. Name and address of the operator(s).
- ii. Name and address of the owner(s) of the land upon which the extraction facility is located.
- iii. Well Completion Report, filed with the Department of Water Resources, pursuant to California Water Code section 13751, or if not available, construction information about the extraction facility, including total depth of the well casing, size of the well casing, and location or depth of perforations.
- iv. Information on the size of the extraction facility, including pump size (horsepower) and pump test information or estimated pumping capacity.
- v. Location, parcel number and state well number of the water extraction facility.
- vi. Information on the type of installed flowmeter (if any).

(ii) Penalty for Failure to Register

Failure to register an extraction facility pursuant to this subsection by January 1, 2024, shall incur a penalty to be determined by the NFKGSA board of directors.

(c) Change in Owner

The name of the owner of each registered extraction facility, the parcel number on which the facility is located, along with the names of all operators for each extraction facility shall be reported to the NFKGSA within sixty (60) days upon any change of ownership or operators, together with such other information required by the NFKGSA.

Section 2.02 Authority Regarding Measurement of Consumed Groundwater

Pursuant to authority granted under Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10725.8, NFKGSA shall require all new extraction facilities registered pursuant to Section 2.01(a), excluding *de minimis* users, to be measured by flowmeters and that the costs associated with the purchase, installation, operation and maintenance of flowmeters shall be borne by the owner or operation of each groundwater extraction facility. Installation of meters shall be in accordance with the standards established by the NFKGSA. The NFKGSA may require all extraction facilities within the GSA to be measure groundwater extraction by flowmeters at a later date.

(a) Criteria for Using Meters

The following criteria and information shall be provided to the NFKGSA at any time any owner is using flowmeters to report groundwater use:

- i. Manufacturer and Model of flowmeter;
- ii. Date Flow Meter Installed;
- iii. Diameter of Discharge Pipe and Size of Flow Meter;
- iv. Identification of who installed flowmeter and calibrated flowmeter per manufacturer specifications;
- v. Inspection Records will be required to submit to NFKGSA per schedule outlined in the manufacturer specifications.
- vi. Pictures to identify flowmeter installed correctly (e.g. adequate straight pipe sections before and after the flowmeter);
- vii. Type of crop, age of crop (if perennial), single/double/triple crop (if annual), irrigation methodology (e.g. flood, drip, sprinkler) for the irrigated acres serviced by the water from the flow meter; and
- viii. If multiple flowmeters on a farm, a map identifying the locations of the various flowmeters and lands serviced collectively by these flowmeters.
- ix. New meters must have telemetric capability that is compatible with the NFKGSA data collection system. Existing flowmeters must be modified to have telemetric capability that is compatible with the NFKGSA data collection system by January 1, 2027.

Additionally, the owner of the flowmeter will allow access to staff from the NFKGSA to physically inspect the flowmeter, if needed.

Article III. Groundwater Accounting/Data Management System

Section 3.01 Authority

Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10726.4, expressly authorizes a groundwater sustainability agency to establish accounting rules to allow unused groundwater extraction allocations to be carried over and transferred.

Article IV. Fees

Section 4.01 Groundwater Extraction Fees

(a) Groundwater Extraction Fees.

The Board may propose fees, including groundwater extraction fees, consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section Sections 10730 through 10730.6, and the California Constitution.

(b) De Minimis Extractors.

No extraction fees shall be charged to any *de minimis* extractor.

Section 4.02 Real Property Assessments

The Board may propose land-based assessments consistent with Division 6 Conservation, Development and Utilization of State Water Resources Part 2.74, Chapter 5, Section 10730, and the California Constitution.

Section 4.03 SGMA Penalties

Any owner, operator or other person who violates the provisions of these rules and regulations is subject to the criminal and civil sanctions set forth in SGMA.

Section 4.04 Civil Remedies

Upon the failure of any person to comply with any provision of this rules and regulations, the NFKGSA may petition the Superior Court for a temporary restraining order, preliminary or permanent injunction, or such other equitable relief as may be appropriate. The right to petition for injunctive relief is an additional right to those, which may be provided elsewhere in these rules and regulations or otherwise allowed by law. The NFKGSA may petition the Superior Court to recover any sums due to the NFKGSA.

Article V. Surface Water Recharge in the Underground

Section 5.01 Groundwater Recharge

Owners may use existing facilities to store surface water underground within the NFKGSA boundaries. An owner who stores surface water pursuant to this Section may subsequently put such water to his or her own beneficial use within the NFKGSA boundaries, or may transfer the water credit to another owner for use within the NFKGSA boundaries. The use of stored water pursuant to this Section must be achieved utilizing existing facilities. All water stored pursuant to this Section must be used within the NFKGSA boundaries, and must be used within five (5) years of the date of storage. Each owner who stores surface water pursuant to this Section shall provide accurate, verifiable records of the quantity and source of surface water stored for

recharge, confirmed by the district or entity that supplied the surface water. The owner shall adhere to any rules promulgated by any district or entity supplying the surface water. Each owner shall be solely responsible for locating, purchasing, accessing, or otherwise acquiring surface water for the purposes of recharge pursuant to this Section.

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DRAFT

**NORTH FORK KINGS GROUNDWATER SUSTAINABILITY AGENCY
GROUNDWATER BANKING POLICY**

BACKGROUND

California law permits a party who has a separate legal right to surface water developed from a source that is separate and distinct from the natural or native groundwater supplies existing in a common Basin aquifer to use the developed water for beneficial use. A party that owns a developed water supply “may use the supply by commingling the water with the native supplies and may subsequently recapture the developed water.” (*City of Los Angeles v. City of Glendale* (1943) 23 Cal.2d 68, 76-78.) The recapture right includes the amount equivalent to the augmentation contributed by the water stored (either by direct recharge or return flows from water deliveries) (*City of Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 199, 260.) Banking projects are permitted to recharge, store and recover water placed in the Basin aquifer so long as the quantity recovered does not exceed the amount contributed and none of the banking activities cause injury to any Basin resource or the rights of other users of water in the process. If a person entitled to the use of the water fails to use beneficially all or any part of the water for the purpose for which it was appropriated for a period of five years, that unused water shall revert to the public. (*Water Code Section 1241.*)

OBJECTIVES

The objectives in pursuing this groundwater banking policy on behalf of the NFKGSA include the following:

- Improve groundwater conditions;
- Increase water supplies;
- Assist in meeting GSP objectives;
- Provide flexibility to landowners; and
- Ensure no negative impacts to overlying owners.

POLICY

This policy shall apply to all lands within the NFKGSA’s jurisdictional boundary except those entities which have adopted their own banking policy. A list of such entities is attached hereto as Appendix A.

GROUNDWATER BANKING PROJECTS

If a landowner intends to bank his/her own sources of surface water supply in the underground and subsequently transfer that supply to another party, then the landowner shall comply with the following:

*Banking.*¹ A Landowner within the NFKGSA shall be eligible to develop, operate and maintain a groundwater bank within the NFKGSA provided it enters into a written agreement as defined below with the NFKGSA. Landowner may also contract with a third party to develop, operate and maintain a groundwater bank within the NFKGSA, provided such third party enters into a written agreement as defined below with the NFKGSA.

Facilities Report and Groundwater Banking Agreement. Landowner shall first submit a written facilities report (“Facilities Report”) to NFKGSA staff containing the following information:

- a. The banking site location (Assessor Parcel Number, legal description, and GIS map).
- b. The conveyance and distribution facilities and manner and method of operation.
- c. The recharge facilities and the manner and method of operation.
- d. The recovery facilities (landowner and/or project extraction wells) and the manner and method of operation.
- e. The energy facilities (electric, diesel, solar, etc.).
- f. The schedule for permitting, construction and commencement of operation.
- g. The plan of operation, maintenance, repair and replacement of banking facilities.
- h. The intended source of all banking water supplies (e.g., Kings River water or other local surface waters, Central Valley Project, third party exchange/transfer supplies, other).
- i. The banking accounting, measurement, monitoring and reporting procedure.
- j. A Monitoring and Operational Constraint Plan (MOCP) to ensure that unacceptable impacts to neighboring crops, well flow rates, water levels and quality are prevented and/or adequately mitigated.

Once NFKGSA staff has determined the Facilities Report is complete, Landowner and NFKGSA shall enter into a Groundwater Banking Agreement.

California Environmental Policy Act & Project Approval. Prior to NFKGSA’s approval of the proposed Banking project, and prior to commencement of construction or operation of banking facilities, Landowner shall comply with any applicable California Environmental Policy Act (Public Resources Code §21000, et. seq., “CEQA”) requirements. NFKGSA shall act as the lead agency under CEQA regarding the preparation of documents required to carry out or approve a groundwater banking project authorized pursuant to this policy. Implementation of this policy and the approval of any groundwater banking project pursuant to this policy are subject to compliance with CEQA and the Landowner shall be responsible for the payment of all costs and expenses incurred by the NFKGSA and the Landowner relating to such compliance.

Surface Water Available for Banking. Landowner is solely responsible for locating, purchasing, accessing, or otherwise acquiring, surface water for purposes of banking in the NFKGSA.

Banking Leave Behind. In order to insure that a groundwater banking project will protect the health of the basin and provide some benefit to the NFKGSA, its landowners and water users, Landowner shall leave in storage in the Basin aquifer to the credit of the NFKGSA’s Sustainable

¹ The NFKGSA does not currently intend to directly develop, operate and maintain a groundwater bank itself, but does expressly reserve its authority to revise these principles to include NFKGSA groundwater banking in the future should it be deemed necessary and proper.

Yield² the percentage amount of the total water reported, based on the type of water banked, on an annual basis according to the following table:

| WATER SUPPLY | PLACE OF USE NFKGSA |
|---|------------------------|
| LOCAL SURFACE WATER SUPPLIES ³ | 10% |
| IMPORTED SURFACE WATER SUPPLIES ⁴ | 10% |

Procedure. Upon diversions to the bank, Landowner shall report total quantities of water diverted into the underground to the NFKGSA. NFKGSA staff shall then confirm the quantity with the surface water delivery entity, deduct the applicable leave behind percentage, and credit the remaining quantity of water to the Landowner's surface water bank account.

Place of Use. Any water banked by Landowner shall only be extracted and beneficially used within the boundaries of the North Fork Kings Groundwater Sustainability Agency to the extent provided in the leave behind requirements stated above. Upon board approval, banked water may be used elsewhere within the Kings Subbasin (Bulletin 118, 5-22.08) subject to applicable leave behind requirements based on the circumstances of the project.

Transfers. Any water banked by Landowner may be transferred, provided the transferee will use the transferred water within the boundaries of the North Fork Kings Groundwater Sustainability Agency. Upon board approval, banked water may be transferred for use elsewhere within the Kings Subbasin (Bulletin 118, 5-22.08) subject to applicable leave behind requirements based on the circumstances of the project.

Banking Accounting, Measurement, Monitoring and Reporting Procedure. Landowner shall be responsible for developing and implementing a procedure to accurately account for all banking activities on a monthly and annual basis, including the following: the source of all water delivered to each turnout serving the banking facility, recharge discharges, percolation rates, recharge losses to evaporation and soil profile, net augmentation to storage in the Basin, pumping extractions, amounts of water in storage and recovery, the place of use of all banked water deliveries, and changes in local groundwater conditions (including depth to groundwater, water quantity, quality, groundwater gradient and migration).

² Sustainable Yield has the same meaning and effect as that defined in the NFKGSA's Groundwater Sustainability Plan.

³ "Local surface water supplies" shall include all water derived from local surface tributaries naturally occurring in the Kings Subbasin.

⁴ "Imported surface water supplies" shall include all other surface waters other than those defined as "Local Surface Water Supplies" and shall include, but not be limited to, waters from: the Central Valley Project, and neighboring subbasins.

Term. Landowner must beneficially use the water within five years from sinking it in the underground. Failure to do so will result in said unused waters reverting to the native supply, as defined in the NFKGSA Groundwater Sustainability Plan, of the NFKGSA.

Water Quality Standards. Landowner shall insure that all water diverted into the underground does not result in unacceptable deterioration of groundwater quality contrary to applicable NFKGSA GSP water quality objectives or as required in any MOCP approved by the NFKGSA.

Legal Compliance. Landowner shall be solely responsible for complying with all applicable Federal, State and local laws, and rules and regulations, including but not limited to CEQA. At the NFKGSA's discretion, Landowner shall provide the NFKGSA with a copy of any permit, order, agreement, environmental document, judgment or other record requested indicating Landowner's compliance with applicable laws.

Facilities. Landowner shall be solely responsible for determining the nature, location and extent of the necessary facilities for banking. All costs of design, permitting, construction, operation, maintenance, repair and replacement and all other costs and expenses of a groundwater banking facility shall be the sole responsibility of Landowner.

Indemnification. Landowner shall indemnify, defend and hold harmless the NFKGSA, its board of directors, officers, employees, agents, assigns on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death, and including attorneys' fees and other costs of litigation, arising out of or connected with the development, operation and maintenance of a groundwater bank.

Administration. Landowner shall reimburse the NFKGSA for its reasonable costs and expenses incurred, as determined by the NFKGSA, to prepare or review the agreements, reports, plans and other documents and materials relating to the administration of this Policy.



Application for Rural Community Advisory Committee

Where to submit application: E-mail or mail application to Cristel Tufenkjian, Director of External Affairs at ctufenkjian@krca.org or KRCA, Attn: Cristel Tufenkjian, 4886 E. Jensen Ave, Fresno, CA 93725.

PERSONAL INFORMATION

Name: ESTHER Tovar Espinoza
Address: 21979 Excelsior Ave, Riverdale, CA 93656
Email: telgallinita@gmail.com Phone: (559) 558-6665

EMPLOYER INFORMATION

Employer: N/A
Employer Address: _____
Current Occupation: _____ Phone: _____

RELATED TRAINING, EXPERIENCE AND/OR EDUCATION

1) List any areas of expertise (ex: drinking water, groundwater, land use etc.):

knowledge of groundwater, drinking water.

2) Describe any applicable training, education, and/or experience relating to this position:

Owner of a private well, attended 2 NFK GSA board meetings, & participating in Self Help Enterprises's Leadership Institute.

3) Describe any Community Service, Board, Committee or Commission experience:


Community Service for danare food distribution, assist w/ typing meeting minutes for danare Secretary, participates in Riverdale Joint Unified School District Board meetings

4) Describe any experience working with Disadvantaged Communities:

Assists w/ community services in danare: Food distributions, community events, State advocacy events.

5) Why are you interested in serving on this Committee?

Specifically w/ the issues of drinking water in my community, I would like to serve in this committee and assist as best as possible w/ issues moving forward w/ GSP implementation.


Signature

8-25-20
Date