EAST KAWEAH
GROUNDWATER SUSTAINABILITY AGENCY

315 E. Lindmore Street
Lindsay, CA 93247
Tel: (559) 562-2534
www.ekgsa.org

NOTICE

REGULAR MEETING OF THE BOARD OF DIRECTORS

Monday, October 27, 2025, at 3:00 p.m.

Lindmore Conference Room
240 W. Lindmore Street, Lindsay, CA 93247

Remote Access – ZOOM Meeting ID: 858 1097 2097 and Passcode: 015264

AGENDA

1. **Roll Call by Secretary**

2. **Approve the Agenda**

3. **Pledge of Allegiance**

4. **Public Comment**

5. **Minutes:** The Board will review and consider adopting the minutes provided by the Secretary for the July 28, 2025, Regular Board meeting.

6. **Administrative –**
   a. **FY2024 Audited Financial Statements:** Consider accepting the Audited FY2024 Financial Statements (Hagman/Huerta/Bennett)
   b. **AB 293 requirements** (Hunter/Dominguez)
   c. **Payments:** Consider Ratifying Payments made to meet the obligations of the EKGSA (Hagman/Bennett)
   d. **Financial Reports:** Consider accepting the Quarterly Reports (Hagman)
   e. **FY 2026 Annual Budget:** Review the Executive Director Proposed Budget FY2026 – direct staff to set a Budget hearing date. Staff is recommending December 5, 2025.
   f. **2026 Meeting Schedule:** Establish the 2026 EKGSA Regular Meeting Schedule
   g. **Shared Resources Agreement** – Consider continuance of agreement (staff recommending three years)
   h. **Flying Dragon (MLRP) Update:** Staff / Consultants to update Board (Hagman, Klinchuch)

7. **Groundwater Sustainability Plan Implementation:**

   a. Update on Status of the Kaweah Subbasin Groundwater Sustainability Plans (Hagman, Palys, Klinchuch)
   b. ET Analysis to date (Hagman)
   c. Work Plan – Update Board (Hagman/Klinchuch)
   d. LandIQ Daily Tool: Staff to provide understanding of the tool

8. Closed Session

CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION: [Government Code Section 54956.9 (d)(2)] - Number of Potential Cases: Two

CONFERENCE WITH LEAD NEGOTIATOR Michael Hagman – Water Purchases Terms: Purchase of property. [Government Code Section 54957.6]

9. Schedule Next meeting – Next regularly scheduled meeting is January 26, at 3:00 p.m.

10. Adjournment

EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY
BOARD OF DIRECTORS

MINUTES FOR THE REGULAR MEETING ON July 28, 2025

The East Kaweah Groundwater Sustainability Agency ("EKGSA") Board of Directors duly met for a Regular meeting on Monday, July 28, 2025.

OPEN SESSION: Convened at 3:00 p.m. with a quorum.

1. **DIRECTORS PRESENT**: Buldo, Ferrara, Hornung, Micari (3:07 p.m.), Milanesio, Peltzer, Reynolds, Roberts, Soria (Remote), Wallace (alt LSID), Watson

   DIRECTORS ABSENT: None

   OTHERS PRESENT: Michael Hagman, Executive Director; Chris Hunter, Program Manager (Remote); Kathryn Bennett, Senior Analyst (Remote); Scott Maskell, Management Analyst; Alex Dominguez, Counsel; Matt Klinchuch, Consulting Engineer; Kaitlin Palys, Consulting Engineer; members of the public.

2. **APPROVE THE AGENDA:** Motion to approve the agenda was made by Director Ferrara, seconded by Director Hornung, and carried by the following vote:

AYES:	Buldo, Ferrara, Hornung, Micari, Milanesio, Peltzer, Reynolds, Roberts, Soria, Wallace, Watson
NOES:	None
ABSTAIN:	None
ABSENT:	None

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT**: No comments

5. **MINUTES**: The minutes provided by the Secretary from April 28, 2025, Regular Board Meeting were included in the packet. After discussion, a motion to adopt them was made by Director Buldo, seconded by Director Peltzer, and carried by the following vote:

AYES:	Buldo, Ferrara, Hornung, Micari, Milanesio, Peltzer, Reynolds, Roberts, Soria, Wallace, Watson
NOES:	None
ABSTAIN:	None
ABSENT:	None

6. **ADMINISTRATION:**

   a. **Self Help Enterprises**: Sue Ruiz from Self Help Enterprises, gave a brief presentation of an upcoming workshop to promote community engagement. She was encouraging EKGSA directors to become involved.

   b. **Ratify Payments:** Senior Analyst provided the EKGSA check register. After some discussion with the Executive Director on the payments, a motion to ratify payments made to meet the obligations of the EKGSA was made by Director Watson, seconded by Director Micari, and carried by the following vote:

AYES:	Buldo, Ferrara, Hornung, Micari, Milanesio, Peltzer, Reynolds, Roberts, Soria, Wallace, Watson
NOES:	None
ABSTAIN:	None
ABSENT:	None

c. **Financial Reports:** Executive Director presented financial reports and answered questions from the Board. A motion was made by Director Ferrara, seconded by Director Hornung, and carried by the following vote:

AYES:	Buldo, Ferrara, Hornung, Micari, Milanesio, Peltzer, Reynolds, Roberts, Soria, Wallace, Watson
NOES:	None
ABSTAIN:	None
ABSENT:	None

d. **Proposition 218 - Rate Study:** Executive Director reviewed engaging Provost & Pritchard at the April 2025 Board meeting to provide a Prop 218 rate study and TAC's discussions and questions regarding the direction of the rate study. This began the discussion of item 6.e on the land-based assessment.

e. **Proposition 218 – Land-Based Assessment:** Executive Director continued to discuss TAC's recommendation to focus the rate study by Provost & Pritchard to be an additional Prop 218 land-based assessment that can be adjusted annually for changes in the budget or activities of the GSA. After considerable discussion, a motion to proceed with the study on a land-based assessment rate that would include developing a rate that would apply to transfers, was made by Director Hornung, seconded by Director Reynolds and carried by the following vote:

AYES:	Buldo, Ferrara, Hornung, Micari, Milanesio, Peltzer, Reynolds, Roberts, Soria, Wallace, Watson
NOES:	None
ABSTAIN:	None
ABSENT:	None

f. **Budget/Expense Report for the KSB Work Plan:** Discussion tabled no action taken.

g. **Petition to Allow Variance in the Rules:** Three landowners with large overdraft costs in AY2024 requested that EKGSA allow retroactive application of transfers to their overdraft. After reviewing the circumstances, a motion to allow the variance for the three landowners was made by Director Micari, seconded by Director Hornung and carried by the following vote:

AYES:	Buldo, Ferrara, Hornung, Micari, Milanesio, Peltzer, Reynolds, Roberts, Soria, Wallace, Watson
NOES:	None
ABSTAIN:	None
ABSENT:	None

h. **HEARING: Unpaid Fines:** Hearing opened at 4:45 p.m. and staff presented the list of unpaid fees and the hearing was closed at 4:48 p.m..

After discussion a motion was made to place all 2024 unpaid fees on the 2026 tax role by Director Micari, seconded by Alt Director Wallace and carried by the following vote:

AYES:	Buldo, Ferrara, Hornung, Micari, Milanesio, Peltzer, Reynolds, Roberts, Soria, Wallace, Watson
NOES:	None
ABSTAIN:	None
ABSENT:	None

Properties that were sold looking for waivers?? A motion to waive the fines for these properties was made by Director Buldo, seconded by Director Watson and carried by the following vote:

AYES:	Buldo, Ferrara, Hornung, Micari, Milanesio, Peltzer, Reynolds, Roberts, Soria, Wallace, Watson
NOES:	None
ABSTAIN:	None
ABSENT:	None

After discussion a motion was made to proceed with collection by placing on tax rolls by Director Ferrara seconded by Alt Director Wallace and carried by the following vote:

AYES:	Buldo, Ferrara, Hornung, Micari, Milanesio, Peltzer, Reynolds, Roberts, Soria, Wallace, Watson
NOES:	None
ABSTAIN:	None
ABSENT:	None

7. GROUNDWATER SUSTAINABILITY PLAN IMPLEMENTATION:

a. **Review and Consider Recommendation the EKGSA TAC – AY 2026 Groundwater Allocation:** Executive Director presented the recommendation from TAC for the upcoming allocation year 2026. After a brief discussion, the board moved to 7.b to set the allocation.

b. **Resolution 2025-03: Setting the Allocation Year 2026 groundwater allocation:** a motion was made to approve Resolution 2025-03 Adopting Groundwater Allocations for Groundwater Allocation Year 2026 and Amending the Rules and Regulations by Director Buldo, seconded by Alt. Director Wallace, and carried by the following vote:

AYES:	Buldo, Ferrara, Hornung, Micari, Milanesio, Peltzer, Reynolds, Roberts, Wallace, Watson
NOES:	None
ABSTAIN:	None
ABSENT:	Soria

c. **ET Analysis to date:** Executive Director provided a brief update.

d. **Update on Groundwater Sustainability Plan Status:** Consulting Engineer Palys noted there are no updates.

e. **Work Plan – Update Board:** With time being short, Executive Director proceeded to Closed Session.

8. **CLOSED SESSION:**

The board went into closed session at 4:55 p.m. and after discussion, came out of closed session at 5:47 p.m. There was no reportable action.

9. **SCHEDULE NEXT MEETING:** Next regular Board meeting will be held on October 27, 2025.

10. **ADJOURNMENT:** Meeting adjourned at 5:47 p.m.

Michael D. Hagman
Secretary, East Kaweah GSA

East Kaweah GSA
Check Register
For the Period From July 28, 2025 to October 27, 2025

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Amount
1800	8/12/25	Provost & Pritchard, Inc.	5,357.20
1801	8/12/25	Cuttone & Mastro	4,700.00
1802	8/12/25	Klein, DeNatale, Goldner	3,367.50
1803	8/12/25	Land IQ	7,431.22
1804	8/12/25	Southern California Edison	177.48
1805	8/12/25	State Water Resources Control Board	4,212.00
1806	8/12/25	Tulare County Recorder	20.00
1807	8/12/25	Cuttone & Mastro	5,300.00
1808	8/13/25	Central Valley Flood Protection Board	2,500.00
1809	8/13/25	CA Department of Fish & Wildlife	3,576.75
1810	9/5/25	Cuttone & Mastro	3,975.00
1811	9/5/25	INTERA, Inc.	69,469.70
1812	9/5/25	Land IQ	7,431.22
1813	9/5/25	Mid-Kaweah Groundwater	93,948.33
1814	9/5/25	Alejandra Mora	2,900.00
1815	9/5/25	G.K. Patterson Enterprises, Inc.	1,027.50
1816	9/5/25	Patterson Enterprises LP	19,307.50
1817	9/5/25	Self-Help Enterprises	22.71
1818	9/5/25	Sierra Sunrise Ranch	8,085.00
1819	9/5/25	Sierra Sunset Ranch	3,000.00
1820	9/5/25	Smee Homes, Inc.	113.49
1821	9/19/25	Provost & Pritchard, Inc.	35,597.51
1822	9/19/25	Klein, DeNatale, Goldner	2,025.00
1823	9/19/25	Land IQ	25,310.00
1824	9/19/25	Southern California Edison	177.48
1825	10/3/25	Provost & Pritchard, Inc.	45,171.10

I, David Roberts **(Chair)** being appointed by the East Kaweah Groundwater Sustainability Agency (EKGSA), have reviewed the payments annotated on this register and by a vote of the Board, do agree that such payments are for claims against the EKGSA for services or products provided to meet the needs of the EKGSA

Signed_____

Dated: October 27, 2025

I, Craig Hornung **(Vice-Chair)** being appointed by the East Kaweah Groundwater Sustainability Agency (EKGSA), have reviewed the payments annotated on this register and by a vote of the Board, do agree that such payments are for claims against the EKGSA for services or products provided to meet the needs of the EKGSA

Signed_____

Dated: October 27, 2025

7

East Kaweah GSA
Check Register
For the Period From July 28, 2025 to October 27, 2025

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Amount
1826	10/3/25	Land IQ	7,953.72
1827	10/3/25	Lindmore Irrigation District	144,554.57
1828	10/20/25	Provost & Pritchard, Inc.	35,608.50
1829	10/20/25	INTERA, Inc.	114,684.00
1830	10/20/25	Klein, DeNatale, Goldner	562.50
1831	10/20/25	Southern California Edison	67.48
1832	10/20/25	Tulare County Tax Collector	1,922.26
Total			**659,556.72**

I, David Roberts **(Chair)** being appointed by the East Kaweah Groundwater Sustainability Agency (EKGSA), have reviewed the payments annotated on this register and by a vote of the Board, do agree that such payments are for claims against the EKGSA for services or products provided to meet the needs of the EKGSA

Signed_____

Dated: October 27, 2025

I, Craig Hornung **(Vice-Chair)** being appointed by the East Kaweah Groundwater Sustainability Agency (EKGSA), have reviewed the payments annotated on this register and by a vote of the Board, do agree that such payments are for claims against the EKGSA for services or products provided to meet the needs of the EKGSA

Signed_____

Dated: October 27, 2025

East Kaweah GSA

Treasurer's Cash Report 3rd Qtr 2025

October 21, 2025

Beginning Cash *	*July 1, 2025*		**$**	**1,389,029.55**
Deposits				
Bank of the Sierra Checking		443,940.03		
Total Deposits				**443,940.03**
Withdrawals				
Bank of the Sierra Checking		(642,344.14)		
Total Withdrawals				**(642,344.14)**
Net Increase/(reduction)				**(198,404.11)**
Ending Cash Balance	*September 30, 2025*		**$**	**1,190,625.44**

Balance by Account:

Bof Sierra General Checking		1,190,625.44		
Ending Cash Balance	*September 30, 2025*		**$**	**1,190,625.44**

* Beginning cash may be adjusted compared to prior Board meeting report

FOR MANAGEMENT PURPOSES ONLY

East Kaweah GSA
MEMORANDUM TO THE BOARD

TO: Board of Directors

FROM: Kathryn Bennett

DATE: August 1, 2025

SUBJECT: Affidavit of Reconciliation

I inspected and reconciled the cash accounts of the East Kaweah GSA. The East Kaweah GSA maintains one cash account. For the month of **July 2025**, the district had the following accounts open and with balances:

Working Accounts –

General Checking (Bank of the Sierra)

During my reconciliation, I have found the following:

Working Accounts –

- No Variances.

After my reconciliation and inspection of the books, it is my opinion that the cash registers reflect the cash activity of the East Kaweah GSA. The East Kaweah GSA staff allowed me full access to the cash registers and ledgers of the Agency. The actual reconciling documents are stored in the Agency vault and can be viewed or copied upon request.

Kathryn Bennett

Kathryn Bennett

East Kaweah GSA
MEMORANDUM TO THE BOARD

TO: Board of Directors

FROM: Kathryn Bennett

DATE: September 2, 2025

SUBJECT: Affidavit of Reconciliation

I inspected and reconciled the cash accounts of the East Kaweah GSA. The East Kaweah GSA maintains one cash account. For the month of **August 2025**, the district had the following accounts open and with balances:

Working Accounts –

General Checking (Bank of the Sierra)

During my reconciliation, I have found the following:

Working Accounts –

- No Variances.

After my reconciliation and inspection of the books, it is my opinion that the cash registers reflect the cash activity of the East Kaweah GSA. The East Kaweah GSA staff allowed me full access to the cash registers and ledgers of the Agency. The actual reconciling documents are stored in the Agency vault and can be viewed or copied upon request.

Kathryn Bennett

East Kaweah GSA
MEMORANDUM TO THE BOARD

TO: Board of Directors

FROM: Kathryn Bennett

DATE: October 1, 2025

SUBJECT: Affidavit of Reconciliation

I inspected and reconciled the cash accounts of the East Kaweah GSA. The East Kaweah GSA maintains one cash account. For the month of **September 2025**, the district had the following accounts open and with balances:

Working Accounts –

General Checking (Bank of the Sierra)

During my reconciliation, I have found the following:

Working Accounts –

- No Variances.

After my reconciliation and inspection of the books, it is my opinion that the cash registers reflect the cash activity of the East Kaweah GSA. The East Kaweah GSA staff allowed me full access to the cash registers and ledgers of the Agency. The actual reconciling documents are stored in the Agency vault and can be viewed or copied upon request.

Kathryn Bennett

East Kaweah GSA
Income Statement
Compared with Budget
For the Nine Months Ending September 30, 2025

	July - September Actual	Year to Date Actual	Annual Budget	Year to Date % Variance
Revenues				
Call for Funds - Governance	$ 61,250.00	$ 183,750.00	$ 245,000.00	75%
Call for Funds - Plan	0.00	0.00	0.00	0%
Call for Funds-Implementation	0.00	0.00	0.00	0%
Penalties on Delinquent Accts	327.10	2,083.56	0.00	0%
Em Call Outs/Fines Charge	0.00	0.00	0.00	0%
Assessment Revenues	0.02	1,029,363.18	1,015,843.00	101%
Assessmenmt Penalty Revenue	0.00	0.00	2,500.00	0%
GWPumpingFees	0.00	0.00	0.00	0%
GW.T1.Penalty	(78,140.00)	(67,465.00)	1,500,000.00	-4%
GW.T2.Penalty	0.00	0.00	4,000,000.00	0%
GW.Overdraft.Fine	(119,950.00)	(119,950.00)	0.00	0%
Mitigation Supply	12,040.00	240,042.50	475,321.00	51%
Interest Revenue	941.75	1,788.80	0.00	0%
Other Misc Revenue	0.00	0.00	0.00	0%
Reimbursement Other Govt's	87,915.40	240,146.46	122,500.00	196%
Grant: Plan Grant (P68)	0.00	0.00	20,000.00	0%
Grant: WCB-RCIS	0.00	0.00	0.00	0%
Grant: MLRP 2024	15,013.73	90,067.25	1,500,000.00	6%
Total Revenues	**(20,602.00)**	**1,599,826.75**	**8,881,164.00**	**18%**
Expenses				
GOVERNANCE & ADMIN				
Admin Staff Exp	35,680.00	107,040.00	142,720.00	75%
Office Expense	0.00	0.00	0.00	0%
Copying	0.00	1,304.35	0.00	0%
Postage	54.57	1,597.41	22,500.00	7%
Bank Fees	0.00	15.00	0.00	0%
Audit	8,675.00	13,975.00	11,500.00	122%
Legal Postings	0.00	0.00	0.00	0%
Other	20.00	2,540.00	2,500.00	102%
Meeting Expense	0.00	1,001.78	0.00	0%
Liability Ins	0.00	10,082.00	10,780.00	94%
LEGAL				
General Counsel	5,392.50	9,195.00	45,000.00	20%
ENGINEERING				
General Engineering Expense	774.01	2,503.01	10,000.00	25%
Prop 218 - FY2021	0.00	0.00	0.00	0%
Prop 218 - Water Rate 2025	0.00	0.00	45,000.00	0%
FEES - OTHER GOVT'S				
SWRCB Fees	0.00	0.00	0.00	0%
IMPLEMENTATION STAFF				
Agreement Services	108,820.00	326,460.00	435,280.00	75%
Policy Development	0.00	0.00	0.00	0%
Basin Setting Coordination	109,183.00	184,791.30	20,000.00	924%
IMPLEMENTATION MONITORING				
Demand Metering	22,293.66	66,880.98	90,000.00	74%
Water Quality Monitoring	0.00	0.00	0.00	0%
Subsidence Monitoring	0.00	0.00	0.00	0%

East Kaweah GSA
Income Statement
Compared with Budget
For the Nine Months Ending September 30, 2025

	July - September Actual	Year to Date Actual	Annual Budget	Year to Date % Variance
Reporting	0.00	70,800.00	75,000.00	94%
Other Implementation	22.71	2,913.21	5,250.00	55%
Contract Engineering Spprt	0.00	0.00	75,000.00	0%
Customer Data System	30,936.50	56,131.80	110,000.00	51%
Customer Data System-Basin	0.00	0.00	0.00	0%
Customer Outreach	7,906.70	67,693.81	0.00	0%
Mon. Syst and Projects	0.00	0.00	200,000.00	0%
GROUNDWATER PLAN				
Consultant GW Plan	28,298.60	226,864.58	350,000.00	65%
Basin Setting Consulting	93,948.33	93,948.33	0.00	0%
Grant: Plan Grant (P68)	0.00	0.00	20,000.00	0%
Grant: WCB-RCIS	0.00	0.00	0.00	0%
Plan Update Collection	0.00	0.00	50,000.00	0%
Well Mitigation Program	0.00	2,558.23	1,375,000.00	0%
Mitigation Water Purch	0.00	0.00	0.00	0%
PROJECTS				
Flying Dragon Grant	(81,871.52)	0.00	2,125,000.00	0%
Flying Dragon Program	354.96	8,714.55	0.00	0%
Total Expenses	**370,489.02**	**1,257,010.34**	**5,220,530.00**	**24%**
Net Income	**($ 391,091.02)**	**$ 342,816.41**	**$ 3,660,634.00**	**9%**

East Kaweah GSA
Balance Sheet
September 30, 2025

ASSETS			
Current Assets			
Sierra Checking - XXX1619	$	1,190,625.44	
Call for Funds Due		(8,750.00)	
Assessments Due		965,873.88	
Water Fees Receivables		235,783.00	
Mitigation Receivables		10,470.00	
Grant MLRP 2024		4,625.10	
Misc Accts Receivable		505.77	
Liens - Amount Sold		107,995.00	
Assessments Delinquent		34,097.53	
Total Current Assets			**2,541,225.72**
Property and Equipment			
Property/Land/Easments		901,418.32	
Construction In Progress		152,702.89	
Total Property and Equipment			**1,054,121.21**
Total Assets			**$ 3,595,346.93**

LIABILITIES AND CAPITAL			
Current Liabilities			
Accounts Payable	$	225,856.67	
Unearned Revenues		796,900.30	
Total Current Liabilities			**1,022,756.97**
Long-Term Liabilities			
FY2020 Member Loan		854,960.00	
Total Long-Term Liabilities			**854,960.00**
Total Liabilities			**1,877,716.97**
Capital			
FB Assigned to Governance		(15,042.99)	
FB-Assigned to Plan		(500,517.41)	
FB-Assigned to Implementation		1,548,333.21	
Net Income Governance (2024)		52,237.15	
Net Income Plan (2024)		(1,415,644.30)	
Net Income Implementation (2024)		1,649,376.24	
Inv in Property - Cont Capital (2024)		56,071.65	
Net Income Governance (2025)		34,496.45	
Net Income Plan (2025)		(320,812.91)	
Net Income Implementation (2025)		629,132.87	
Total Capital			**1,717,629.96**
Total Liabilities & Capital			**$ 3,595,346.93**

	Fiscal Year 2025 Approved Budget	2025 Activity Through Sept 30
GOVERNANCE ACTIVITY		
Expenditures		
Executive/Admin Agreement	$ 142,720	$ 107,040
Legal	45,000	9,195
Legal Postings	-	-
Engineering	10,000	2,503
Auditing	11,500	13,975
Insurance	10,780	10,082
Postage	22,500	1,597
Miscellaneous	2,500	4,861
Total Fixed Expenditures	**$ 245,000**	**$ 149,254**
REVENUES		
Call for Funds Reconciled	$ -	$ -
Call for Funds #1	61,250	61,250
Call for Funds #2	61,250	61,250
Call for Funds #3	61,250	61,250
Call for Funds #4	61,250	-
Total Revenue	**$ 245,000**	**$ 183,750**
Other Miscellaneous Revenue	**$ -**	**$ -**
Governance Fund - Gain/(Loss)	**$ -**	**$ 34,496**
PLAN DEVELOPMENT ACTIVITY		
Plan Development	350,000	226,865
Basin Setting Consulting	-	93,948
Other	-	-
Total GSA Plan Development Cost	**350,000**	**320,813**
REVENUE		
Plan	-	-
TOTAL REVENUE	**-**	**-**
Plan Fund - Net Gain/(Loss)	**$ (350,000)**	**$ (320,813)**

IMPLEMENTATION ACTIVITY

Annual Recurring Implementation Expenses		
Executive/Admin Agreement	$ 435,280	$ 326,460
Annual Report	75,000	70,800.00
Basin Setting Coordination	20,000	184,791.30
Demand Metering	90,000	66,880.98
Contract Engineering Support	75,000	-
Plan Policy Development	-	-
Customer Data System/Outreach	110,000	56,131.80
Customer Outreach	-	67,693.81
Miscellaneous (Customer Data System)	5,250	2,913.21
Total GSA Annual Recurring Cost	**$ 810,530**	**$ 775,671**
One Time Implementation Expenses		
Proposition 218	$ 45,000	$ -
Grant - Planning Work Prop 68	20,000	-
Grant - WCB-RCIS	-	-
Monitoring System Projects/Assets	200,000	-
GSP Rewrite	-	-
Water Recharge Projects	2,125,000	8,715
Management Actions	-	-
Well Mitigation	1,375,000	2,558.23
Mitigation Water Purch	-	-
Total GSA Plan Implementation Cost	**3,765,000**	**11,273**
Plan Update Collection	**50,000**	-
Total Implementation Costs	**$ 4,625,530**	**$ 786,944**
REVENUE		
Assessment - Land Owners	$ 1,002,322	$ 1,015,843
Assessment - City of Lindsay	13,521	13,520
Assessment - Fines & Interest	2,500	1,789
Other Misc Revenue	-	-
Assessment Penalty	-	2,084
Ground Water Pumping Fees	5,500,000	(187,415)
Mitigation Supply	475,321	240,043
Fines	-	-
Grant - Implentation	20,000	-
Grant - RCIS (WCB P68)	-	-
Grant - MLRP	1,500,000	90,067

Other - Govt's (Annual Report)	47,500	240,146
Other - Govt's (Dashboard)	75,000	-
Total Revenue	**$ 8,636,164**	**$ 1,416,077**
Implementation Fund - Net Gain/(Loss)	**4,010,634**	**629,133**
Total GSA	**$ 3,660,634**	**$ 342,816**

East Kaweah GSA

FY2026

Executive Director's Draft Budget

with Prior Year Comparisons

GOVERNANCE ACTIVITY	Audited Fiscal Year End Actual 2023	Audited Fiscal Year End Actual 2024	Estimated Fiscal Year End 2025	Fiscal Year 2025 Approved Budget	Fiscal Year 2026 Draft Budget
Expenditures					
Executive/Admin Services	138,947	137,846	142,720	142,720	151,907
Legal	34,939	17,363	14,000	45,000	25,000
Engineering	20,866	5,431	8,500	10,000	10,000
Auditing	9,900	15,300	13,975	11,500	15,000
Insurance	9,218	9 203	10,100	10,780	11,000
Postage	19,804	13,369	2,700	22,500	5,000
Meeting Expense/Other	1,915	3,947	7,500	2,500	7,500
Total Expen dures	**235,589**	**202,459**	**199,495**	**245 000**	**225,407**
Revenues					
Call for Funds Reconciled	-	-	-	-	-
Call for Funds #1	71,000	63,674	61,250	61,250	56,352
Call for Funds #2	71,000	63,674	61,250	61,250	56,352
Call for Funds #3	71,000	63,674	61,250	61,250	56,352
Call for Funds #4	71,000	63,674	61,250	61,250	56,352
Total Revenue	**284,000**	**254,696**	**245,000**	**245,000**	**225,407**
Governance Activity - Net Gain/(Loss)	**48,411**	**52,237**	**45 505**	**-**	**-**

East Kaweah GSA

FY2026
Executive Director's Draft Budget
with Prior Year Comparisons

PLAN DEVELOPMENT ACTIVITY	Audited Fiscal Year End Actual 2023	Audited Fiscal Year End Actual 2024	Estimated Fiscal Year End 2025	Fiscal Year 2025 Approved Budget	Fiscal Year 2026 Draft Budget
GSP Update	135,764	1,225,452	250,000	250,000	375,000
GSA Plan Development Tasks					
Model Development (M&A - CSA KSB)	-	113,657	105,000	100,000	75,000
Other (Other - Intera)	631,420	19,788	25,000	-	-
Total GSA Plan Development Cost	631,420	133,445	130,000	100,000	75,000
Total Plan Development Activity Expenditures	767,184	1,358,897	380,000	350,000	450,000
REVENUE					
Grant - Model/GSP Update (P68)	266,667	-	-	-	-
Use of Reserves	-	-	-	-	-
TOTAL REVENUE	266,667	-	-	-	-
Plan Development Activity - Net Gain/(Loss)	(500,517)	(1,358,897)	(380,000)	(350,000)	(450,000)

East Kaweah GSA

FY2026

Executive Director's Draft Budget

with Prior Year Comparisons

PLAN IMPLEMENTATION ACTIVITY	Audited Fiscal Year End Actual 2023	Audited Fiscal Year End Actual 2024	Estimated Fiscal Year End 2025	Fiscal Year 2025 Approved Budget	Fiscal Year 2026 Draft Budget
Annual Recurring Implementation					
Annual Report	74,622	71,231	70,800	75,000	75,000
Executive/Admin Agreement	390,053	415,154	435,280	435,280	443,433
Basin Setting Coordination	6,211	-	210,000	20,000	150,000
Demand Metering	127,415	89,175	90,000	90,000	150,000
Contract Engineering Support	230,170	32,331	95,000	75,000	100,000
Plan Policy Development	-	-	-	-	-
Customer Data System/Outreach	114,683	238,132	157,000	110,000	175,000
Other Implementation	5,159	11,780	5,000	5,250	5,000
	948,313	**857,803**	**1,063,080**	**810,530**	**1,098,433**
One Time Implementation					
Proposition 218 - Rate Study (AY2026 Pumping)	-	-	12,500	45,000	32,500
Grant - Planning Grant (Dry Well Study)	-	-	-	20,000	20,000
Grant - Planning Grant (Monitoring Wells)	-	-	-	-	-
Grant - Flying Dragon	-	56,213	82,820	2,125,000	1,400,000
Program - Flying Dragon	-	35,143	8,714	-	10,000
Grant - RCIS (WCB P68)	44,404	-	-	-	-
Monitoring System Projects	-	-	-	200,000	-
Water Recharge Projects	-	-	-	-	-
Management Actions	-	400,000	-	250,000	-
Well Mitigation	-	165	4,500	1,125,000	-
Water Marketing Program	-	-	-	-	-
Total GSA Plan Implementation Cost	**44,404**	**491,521**	**108,534**	**3,765,000**	**1,462,500**
Plan Update - Reserve Collection	**-**	**-**	**-**	**50,000**	**-**
Total Implementation	**992,716**	**1,349,324**	**1,171,614**	**4,625,530**	**2,560,933**

East Kaweah GSA

FY2026

Executive Director's Draft Budget

with Prior Year Comparisons

PLAN IMPLEMENTATION ACTIVITY	Audited Fiscal Year End Actual 2023	Audited Fiscal Year End Actual 2024	Estimated Fiscal Year End 2025	Fiscal Year 2025 Approved Budget	Fiscal Year 2026 Draft Budget
REVENUE					
Assessment - Land Owners (109,577 ac)	966,084	995,694	990,144	1,002,322	800,000
Assessment - City of Lindsay (1,443 ac)	13,001	13,261	13,521	13,521	12,000
Assessment - Fines/Interest	1,929	2,273	4,584	2,500	6,500
Exceedence Allocation/Limit Fines AY22	**930,015**	**-**	**-**	**-**	**-**
Exceedence Allocation/Limit Fines AY23	**320,230**	**(24,575)**	**-**	**-**	**-**
Exceedence Allocation/Limit Fines AY24	**-**	**410,745**	**(119,950)**	**-**	**-**
Exceedence Allocation/Limit Fines AY25	**-**	**-**	**-**	**-**	**180,000**
AY 2022 - T1/T2 Extension Fees	**-**	**566,938**	**582,535**	**1,500,000**	**135,000**
AY 2023 T1 Extension Fees	**-**	**-**	**100,000**	**4,000,000**	**135,000**
AY 2024 Mitigation Fees	**-**	**583,321**	**240,043**	**-**	**-**
AY 2025 Mitigation Fees	**-**	**583,321**	**240,043**	**-**	**250,000**
Grant - Planning Work (P68)	267,525	-	-	-	-
Grant - RCIS (WCB P68)	44,670	-	-	-	-
Grant - Implentation Grant (P68 - DryWell Study)	-	-	-	20,000	20,000
Grant - MLRP	-	56,072	97,500	1,500,000	1,350,000
Cost share Other Govt's (Annual Report)	49,748	47,488	-	47,500	47,434
Cost share Other Govt's (GSP Coordination)	-	364,359	-	75,000	75,000
Other Revenues	-	1,314	-	-	-
TOTAL REVENUE	**2,593,201**	**3,600,211**	**2,148,419**	**8,160,843**	**3,010,934**
Plan Implementation Activity - Net Gain/(Loss)	**1,600,484**	**2,250,887**	**976,806**	**3,535,313**	**450,000**
EKGSA - Net Gain/Loss	**1,148,378**	**944,227**	**642,311**	**3,185,313**	**0**
Agency Loan Repayment	**(427,480)**	**-**	**-**	**(427,480)**	**-**
Net Difference	**720,898**	**944,227**	**642,311**	**2,757,833**	**0**

EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY
SCHEDULE OF MEETINGS – FISCAL YEAR 2026

BOARD OF DIRECTORS		
Date	**Time**	**Location**
January 26, 2026	3:00 PM	Lindmore Board Room
April 27, 2026	3:00 PM	Lindmore Board Room
July 27, 2026	3:00 PM	Lindmore Board Room
October 26, 2026	3:00 PM	Lindmore Board Room

ADVISORY COMMITTEE		
Date	**Time**	**Location**
January 20, 2026*	4:00 PM	Lindmore Board Room
February 17, 2026*	4:00 PM	Lindmore Board Room
March 16, 2026	4:00 PM	Lindmore Board Room
April 20, 2026	4:00 PM	Lindmore Board Room
May 18, 2026	4:00 PM	Lindmore Board Room
June 15, 2026	4:00 PM	Lindmore Board Room
July 20, 2026	4:00 PM	Lindmore Board Room
August 17, 2026	4:00 PM	Lindmore Board Room
September 21, 2026	4:00 PM	Lindmore Board Room
October 19, 2026	4:00 PM	Lindmore Board Room
November 16, 2026	4:00 PM	Lindmore Board Room
December 21, 2026	4:00 PM	Lindmore Board Room

TECHNICAL ADVISORY COMMITTEE		
Date	**Time**	**Location**
January 9, 2026	8:30 AM	Lindmore Board Room
February 13, 2026	8:30 AM	Lindmore Board Room
March 13, 2026	8:30 AM	Lindmore Board Room
April 10, 2026	8:30 AM	Lindmore Board Room
May 8, 2026	8:30 AM	Lindmore Board Room
June 12, 2026	8:30 AM	Lindmore Board Room
July 10, 2026	8:30 AM	Lindmore Board Room
August 14, 2026	8:30 AM	Lindmore Board Room
September 11, 2026	8:30 AM	Lindmore Board Room
October 9, 2026	8:30 AM	Lindmore Board Room
November 13, 2026	8:30 AM	Lindmore Board Room
December 11, 2026	8:30 AM	Lindmore Board Room

*Adjusted for Monday Holidays

Agreement for Management and Administrative Services

This Agreement for Management Services (**Agreement**) is made and entered into effective as of the 1st day of January 2020, by and between East Kaweah Groundwater Sustainability Agency, a Joint Powers Authority created pursuant to California Government Code sections 6500, *et seq.*, (**EKGSA**), and Lindmore Irrigation District, an Irrigation District created pursuant to California Water Code sections 20500, *et seq.*, (**LID**), (each individually a "**Party**" and, collectively, the "**Parties**").

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

A. EKGSA has elected to become a Groundwater Sustainability Agency (**GSA**) for a portion of the Kaweah Subbasin, pursuant to the Sustainable Groundwater Management Act (**SGMA**). Pursuant to SGMA, EKGSA must develop, adopt, and submit to the Department of Water Resources a Groundwater Sustainability Plan (**GSP**) by January 31, 2020. EKGSA intends to comply with SGMA by carrying out and implementing the adopted and submitted GSP;

B. Successful implementation of a GSP will require dedicated and competent management and other resources. LID and its general manager (LID GM), were instrumental in forming and providing leadership to EKGSA. LID GM, through a prior agreement between EKGSA and LID, has served as EKGSA's interim Executive Director since EKGSA's inception;

C. EKGSA and LID desire to formalize a relationship for the provision of continued management, administrative, and engineering services by LID to EKGSA pursuant to which LID GM will serve as EKGSA's Executive Director pursuant to the terms outlined in this Agreement;

D. This Agreement is limited solely to executive, administrative, management and engineering services. Neither LID, nor LID GM, have the authority, ability or obligation to make any policy decisions related to the EKGSA. LID and LID GM agree to only provide the services of managing and implementing the GSP and providing governance support to the EKGSA at the direction of the EKGSA Board of Directors;

E. LID, in order to meet the obligations of this Agreement, will hire certain staff to cover day-to-day tasks for LID that would, generally, otherwise be performed by the LID GM. Additionally, LID will hire additional staff needed to fulfill LID's needs arising from GSP implementation and directions from LID's Board of Directors;

F. In order to hire such staff, LID requires from EKGSA a minimum two-year commitment, subject to the termination provisions provided for in Section 3 of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the promises and covenants provided for in this

Section 4. **Compensation**. EKGSA shall pay LID $350,000 annually by making four quarterly payments $87,500.00 during the first year of this Agreement, and $360,000 annually by making four quarterly payments of $90,000.00 during the second year of this Agreement. Prior to the end of the second year of this Agreement, in December 2021, the Parties shall negotiate the compensation for continued services and either continue with annual compensation of $360,000 or establish different compensation, which shall be agreed to in writing and will be deemed an addendum to this Agreement. Compensation paid by the EKGSA to LID shall be for the Services. The compensation does not include services for third party consultants such as engineering firms to implement the adopted GSP, or legal services.

Section 5. **Relationship of Parties—LID's Management of EKGSA**. EKGSA acknowledges that this Agreement is a contract for the Services from LID for EKGSA. Neither LID, nor any of its employees, are employees of EKGSA. LID will provide the Services to the EKGSA at the direction of the EKGSA Board of Directors. LID as a separate agency, shall not make any independent policy decisions regarding the EKGSA.

Section 6. **Coordination.**

6.1 **Ad Hoc Committees.** As needed but no less frequently than annually, LID shall appoint two members of its Board of Directors to an LID ad hoc committee, and EKGSA shall appoint at least two members, but not more than three, from its Board of Directors to separate ad hoc committees. The purpose of each ad hoc committee will be to discuss any concerns regarding performance of this Agreement from the perspectives of each Party. The ad hoc committees, may if appropriate, develop methods for measuring the performance of the Agreement and make reports and recommendations to their respective Boards of Directors. Additionally, the d hoc committees may review the equity of the Agreement, including the amount of staffing used to perform the Services.

Section 7. **Indemnification.**

EKGSA shall reimburse, indemnify, and hold LID and its officers, directors, employees, and successors, and each of them, free and harmless from and against any claims, demands, liabilities, or causes of action by third parties, including attorney's fees and expert fees, resulting from LID's provision of the Services, except to the extent such claims, demands, liabilities, or causes of action are the result of LID's negligence or willful misconduct.

Section 8. **Legal Requirements.**

8.1 **Compliance with Applicable Laws**. LID shall comply with all laws applicable to the performance of the Services.

8.2 **Nondiscrimination and Equal Opportunity**. LID shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or

Exhibit A

Scope of Services

LID shall assign an LID employee or employees to perform the functions as described below, or delegate such functions as appropriate:

(1) **Administrative Services**: Provide all administrative services necessary and relevant to functions of EKGSA as a Groundwater Sustainability Agency, including but not limited to, office space, office materials, utilities, accounting, billing, reporting, office machines, and website maintenance.

(2) **Plan Implementation Resource:** Provide all necessary staffing to meet the needs of the EKGSA plan implementation. This includes engineers, analysts, and associated support staff (not related to approved consulting) and their needed resources including but not limited to, office space, office materials, utilities, accounting, billing, reporting, office machines, and website maintenance.

(3) **Executive Leadership and Basin Coordination:** Provide all necessary executive leadership services and costs related to Coordination of Plan efforts with the Kaweah Sub-basin and bordering groundwater agencies.

(4) **Board of Directors Meetings**: Prepare agendas for meetings and any committees, attend such meetings, and prepare minutes of those meetings.

(5) **Consultant Management**: Coordinate and oversee other consultants retained by EKGSA, including legal counsel and firms preparing reports or providing services to implement the GSP.

(6) **Financial Information**: Oversee EKGSA's finances and provide financial information to the Board of Directors.

(7) **Financial Records:** LID will maintain financial records on Sage 50 Accounting (or its future version). The software will remain the asset of LID, while the accounting reports and electronic files are the sole property of EKGSA

(8) **Secure Other Services as Needed**: Secure any other services needed for the continued operation of EKGSA including, for example, insurance. Such costs will be at the expense of the EKGSA.

(9) **Basin Outreach**: To communicate with residents and landowners within the Kaweah Subbasin, and other interested parties, as the principle point of contact for EKGSA, and to provide for communications to such residents and landowners as directed by the Board of Directors.

THIS IS A DRAFT SET OF IDEAS THAT THE COMMITTEE OR BOARDS CAN DEVELOP

EXHIBIT B

This Inter-Agency Agreement (Agreement) should be regularly evaluated to determine and communicate effectiveness of the Agreement to avoid inter-governmental deliverables challenges.

The two agencies will form an Evaluation Committee (EC). This is a committee consisting of two LID board directors and two/three EKGSA board directors. The EC will meet twice a year (early in April and early October) to evaluate the effectiveness of the Agreement using the following tool. The Evaluation Committee will provide their view of the performance on a scale (ranging from 1-10 with 10 being best) on effectiveness of the agreement for each responsibility. Each director will provide the assessment from the perspective of their respective agency.

Governance

Board/Committee Meetings -Deliverable: Prepare Agendas, Minutes, Reports, and analysis for proper Board policy development and compliance with governing a local California public agency.

Poor									Excellent
1	2	3	4	5	6	7	8	9	10

Analysis - Deliverable: Provide analysis to the board that is relevant and a summary of solutions that drives appropriate discourse for resolution by the board.

Poor									Excellent
1	2	3	4	5	6	7	8	9	10

Accessibility - Deliverable: Interface with Board, Committee and the Public in a way that provides those individuals access to resolving concerns, developing opportunities, changing objectives, etc.

Poor									Excellent
1	2	3	4	5	6	7	8	9	10

Poor

1	2	3	4	5	6	7	8	9	10

Excellent

Other Management - Deliverable: Overall assessment of the Agreement.

Poor

1	2	3	4	5	6	7	8	9	10

Excellent

Specific Agency Negatives:

Specific Agency Positives:

DATED: 12/16, 2019

EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY

By: _____
Joseph E. Ferrara, Vice Chair

DATED: 12/16, 2019

LINDMORE IRRIGATION DISTRICT

By: _____
John Arnold, President

APPROVED AS TO FORM:

KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIEB, KIMBALL, LLP

DATED: 1/17/20, ~~2019~~

By: _____
Joseph Hughes, Attorney for EKGSA

RUDDELL COCHRAN STANTON & BIXLER, LLP

DATED: 3/31/20, ~~2019~~

By: _____
Aubrey A. Mauritson, Attorney for LID

Addendum to Agreement for Management and Administrative Services

This Addendum to Agreement for Management Services (**Addendum**) is made and entered into effective as of the 25th day of October, 2021, by and between East Kaweah Groundwater Sustainability Agency, a Joint Powers Authority created pursuant to California Government Code sections 6500, *et seq.*, (**EKGSA**), and Lindmore Irrigation District, an Irrigation District created pursuant to California Water Code sections 20500, *et seq.*, (**LID**), (each individually a "**Party**" and, collectively, the "**Parties**").

RECITALS

THIS ADDENDUM is entered into with reference to the following facts and circumstances:

A. The parties have entered into that certain Agreement for Management Services effective as of January 1, 2020 (hereinafter "Agreement");

B. Under Section 4 of the Agreement, "Prior to the end of the second year of this Agreement, in December 2021, the Parties shall negotiate the compensation for continued services and either continue with annual compensation of $360,000 or establish different compensation, which shall be agreed to in writing and will be deemed an addendum to this Agreement"; and

C. The parties, having negotiated the matter as contemplated by Section 4 of the Agreement, have agreed to annual compensation as stated herein.

TERMS AND CONDITIONS

NOW THEREFORE, the Parties agree as follows:

Section 1. **Annual Compensation**. For 2022, EKGSA shall pay to LID annual compensation in the amount of $370,000, by making four quarterly payments in 2022, each in the amount of $92,500. For 2023, EKGSA shall pay to LID annual compensation in the amount of $380,000.00, by making four quarterly payments in 2023, each in the amount of $95,000. This Addendum shall serve to satisfy the requirements of Section 4 of the Agreement, with respect to the years 2022 and 2023.

Section 2. **No Other Changes to Agreement.** Except as expressly prescribed herein, this Addendum shall not be interpreted or construed as modifying the Agreement, or any provision therein.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed

on the date first written by their respective officers duly authorized on their behalf.

DATED:_____ ____, 2021

EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY

By:_____
Joseph E. Ferrara, Vice Chair

DATED:_____ ____, 2021

LINDMORE IRRIGATION DISTRICT

By:_____
John Arnold, President

DATED: 2/28 ____, 2021

KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIEB, KIMBALL, LLP

By:_____
Joseph Hughes, Attorney for EKGSA

DATED: 3/9 ____, 2021

RUDDELL, STANTON, BIXLER, MAURITSON & EVANS, LLP

By:_____
Aubrey A. Mauritson, Attorney for LID

Addendum #2 to Agreement for Management and Administrative Services

This Addendum to Agreement for Management Services (**Addendum**) is made and entered into effective as of the 1st day of January, 2022, by and between East Kaweah Groundwater Sustainability Agency, a Joint Powers Authority created pursuant to California Government Code sections 6500, *et seq.*, (**EKGSA**), and Lindmore Irrigation District, an Irrigation District created pursuant to California Water Code sections 20500, *et seq.*, (**LID**), (each individually a "**Party**" and, collectively, the "**Parties**").

RECITALS

THIS ADDENDUM is entered into with reference to the following facts and circumstances:

A. The parties have entered into that certain Agreement for Management Services effective as of January 1, 2020 (hereinafter "Agreement");

B. Under Section 4 of the Agreement, "Prior to the end of the second year of this Agreement, in December 2021, the Parties shall negotiate the compensation for continued services and either continue with annual compensation of $360,000 or establish different compensation, which shall be agreed to in writing and will be deemed an addendum to this Agreement"; and

C. The parties, having negotiated the matter as contemplated by Section 4 of the Agreement, have agreed to annual compensation as stated herein.

TERMS AND CONDITIONS

NOW THEREFORE, the Parties agree as follows:

Section 1. **Annual Compensation**. For 2022, EKGSA shall pay to LID annual compensation in the amount of $515,000, by making four quarterly payments in 2022, each in the amount of $128,750. For 2023, EKGSA shall pay to LID annual compensation in the amount of $529,000.00, by making four quarterly payments in 2023, each in the amount of $132,250. This Addendum shall serve to satisfy the requirements of Section 4 of the Agreement, with respect to the years 2022 and 2023.

Section 2. **No Other Changes to Agreement.** Except as expressly prescribed herein, this Addendum shall not be interpreted or construed as modifying the Agreement, or any provision therein.

This replaces the prior addendum.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED:_____ ____, 2022 **EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY**

By:_____
Joseph E. Ferrara, Vice Chair

DATED:_____ ____, 2022 **LINDMORE IRRIGATION DISTRICT**

By:_____
John Arnold, President

DATED: 2/28 ____, 2022 **KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIEB, KIMBALL, LLP**

By:_____
Joseph Hughes, Attorney for EKGSA

DATED: 3/9 ____, 2022 **RUDDELL, STANTON, BIXLER, MAURITSON & EVANS, LLP**

By:_____
Aubrey A. Mauritson, Attorney for LID

Addendum #3 to Agreement for Management and Administrative Services

This Addendum to Agreement for Management Services (**Addendum**) is made and entered into effective as of the 1st day of January, 2024, by and between East Kaweah Groundwater Sustainability Agency, a Joint Powers Authority created pursuant to California Government Code sections 6500, *et seq.*, (**EKGSA**), and Lindmore Irrigation District, an Irrigation District created pursuant to California Water Code sections 20500, *et seq.*, (**LID**), (each individually a "**Party**" and, collectively, the "**Parties**").

RECITALS

THIS ADDENDUM is entered into with reference to the following facts and circumstances:

A. The parties have entered into that certain Agreement for Management Services effective as of January 1, 2020 (hereinafter "Agreement");

B. Under Section 4 of the Agreement, "Prior to the end of the second year of this Agreement, in December 2021, the Parties shall negotiate the compensation for continued services and either continue with annual compensation of $360,000 or establish different compensation, which shall be agreed to in writing and will be deemed an addendum to this Agreement"; and

C. The parties negotiated annual compensation for continued services under the Agreement for years 2022 and 2023, which were reflected in Addendums 1 and 2 to the agreement.

D. The parties, having negotiated the matter as contemplated by Section 4 of the Agreement, have agreed to annual compensation for years 2024 and 2025 as stated herein.

TERMS AND CONDITIONS

NOW THEREFORE, the Parties agree as follows:

Section 1. **Annual Compensation**. For 2024, EKGSA shall pay to LID annual compensation in the amount of $553,000, by making four quarterly payments in 2024, each in the amount of $138,250. For 2025, EKGSA shall pay to LID annual compensation in the amount of $578,000.00, by making four quarterly payments in 2025, each in the amount of $144,500. This Addendum shall serve to satisfy the requirements of Section 4 of the Agreement, with respect to the years 2024 and 2025.

Section 2. **No Other Changes to Agreement.** Except as expressly prescribed herein, this Addendum shall not be interpreted or construed as modifying the Agreement, or any provision therein.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: 11 30, 2023

EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY

By: _____
David Roberts, Chair

DATED: 11 30, 2023

LINDMORE IRRIGATION DISTRICT

By: _____
John Arnold, President

DATED: 11 30, 2023

KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIEB, KIMBALL, LLP

By: _____
Joseph Hughes, Attorney for EKGSA

DATED: 12/14, 2023

RUDDELL, STANTON, BIXLER, MAURITSON & EVANS, LLP

By: _____
Aubrey A. Mauritson, Attorney for LID