EAST KAWEAH
GROUNDWATER SUSTAINABILITY AGENCY

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

NOTICE

SPECIAL MEETING OF THE BOARD OF DIRECTORS

Friday, December 5, 2025, at 1:00 p.m.

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

Remote Access – ZOOM Meeting ID: 899 2696 2267 **and Passcode:** 241332

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 October 27, 2025 Regular Board meeting.
6. **Administrative –**
   a. **HEARING: Executive Director's Proposed Fiscal Year 2026 Annual Budget (Board to consider adoption of budget for FY2026) –** *Public can address the Board on budget items and budget in total. Budget will affect the setting of the FY2026 Assessments*
   b. **Shared Resources Agreement:** Consider Extension of SRA with Lindmore Irrigation District (Hornung/Reynolds/Hagman)
7. **Groundwater Sustainability Plan Implementation:** Status of GSP with SWRCB
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, 2026, at 3:00 p.m.
10. **Adjournment**

EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY
BOARD OF DIRECTORS

MINUTES FOR THE REGULAR MEETING ON OCTOBER 27, 2025

The East Kaweah Groundwater Sustainability Agency ("EKGSA") Board of Directors duly met for a Regular meeting on Monday, October 27, 2025.

OPEN SESSION: Craig Hornung, Vice Chairman convened the meeting at 3:00 p.m. with a quorum.

1. **DIRECTORS PRESENT**: Ferrara, George, Hornung, Micari, Peltzer, Reynolds

DIRECTORS ABSENT: Buldo, Milanesio, Roberts, Soria, Watson

OTHERS PRESENT: Michael Hagman, Executive Director; Chris Hunter, Program Manager; Kathryn Bennett, Senior Analyst (Remote); Alex Dominguez, Counsel; Matt Klinchuch, Consulting Engineer; Stephen Huerta, Auditor, Cuttone & Mastro; members of the public.

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

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

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT**: No comments

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

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

6. **ADMINISTRATION:**

a. **FY2024 Audited Financial Statements**: Stephen Huerta, of Cuttone and Mastro Certified Public Accountants reviewed the FY2024 audit with the board. A motion was made to accept the FY2024 Audit by Director Micari, seconded by Director George, and carried by the following vote:

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

b. **AB293 Requirements:** Counsel Alex Dominguez summarized the new requirements from AB293 for EKGSA to provide list of board members and a link to their Form 700s on the FPPC website. No action

c. **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 Ferrara, seconded by Director Micari, and carried by the following vote:

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

d. **Financial Reports:** Executive Director presented financial reports for the third quarter and answered questions from the Board. He noted a vote to accept was not needed

e. **FY 2026 Annual Budget:** Executive Director reviewed the FY 2026 proposed budget for FY2026 with the board and after discussion and answering questions, a motion to set up a budget hearing date for December 5, 2025 at 1:00 pm, was made by Director Peltzer, seconded by Director Reynolds and carried by the following vote:

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

f. **2026 Meeting Schedule:** Senior Analyst provided the schedule for EKGSA 2026 meetings and a motion was made to accept the schedule for 2026 by Director Micari, seconded by Director George and carried by the following vote:

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

g. **Shared Resources Agreement: Establish Ad Hoc Committee to evaluate Shared Resources Agreement with Lindmore ID:** Executive Director provided a review of the agreement and noted the current agreement ends after December 31st, 2025 and recommended that two Board members be appointed to the Shared Resources Ad Hoc Committee for review of the agreement with Lindmore ID. Directors Ferrara and Hornung were appointed to the Ad Hoc Committee to represent EKGSA.

h. **Flying Dragon (MLRP) Update:** Executive Director provided an update on the MLRP.

7. GROUNDWATER SUSTAINABILITY PLAN IMPLEMENTATION:

a. **Status update of the Kaweah Subbasin GSP:** Executive Director noted the Subbasin GSP is going to the State Board on December 7th for recommendation to have our plan under DWR.

b. **ET Analysis to date:** Executive Director provided a brief review of the August LandIQ GSA wide ET & precipitation.

c. **Update on the Work Plan:** Executive Director gave a brief review of the Work Plan for getting our GSP corrected with the work on the Groundwater accounting framework.

d. **LandIQ Daily Tool:** Executive Director reviewed a LandIQ new tool they created using their own improved data.

8. CLOSED SESSION:

The board went into closed session at 4:32 p.m. and after discussion, came out of closed session at 5:14 p.m. There was no reportable action.

9. SCHEDULE NEXT MEETING: Next regular Board meeting will be held on January 26, 2026. The Board designated a Special Meeting on December 5th at 1:00 pm.

10. ADJOURNMENT: Meeting adjourned at 5:14 p.m.

Michael D. Hagman
Secretary, East Kaweah GSA

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 Proposed 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 Expenditures	**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 Proposed 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 Proposed 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 Assessment)	-	-	12,500	45,000	65,000
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**	**1,495,000**
Plan Update - Reserve Collection	**-**	**-**	**-**	**50,000**	**-**
Total Implementation	**992,716**	**1,349,324**	**1,171,614**	**4,625,530**	**2,593,433**

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 Proposed 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	**-**	**-**	**-**	**-**	**200,000**
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**	**147,500**
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**	**3,043,434**
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**

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

Addendum #4 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, 2026, 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 2026, EKGSA shall pay to LID annual compensation in the amount of $571,000.00, by making four quarterly payments in 2026, each in the amount of $142,750. For 2027, EKGSA shall pay to LID annual compensation in the amount of $591,000.00, by making four quarterly payments in 2027, each in the amount of $147,750. For 2028, EKGSA shall pay to LID annual compensation in the amount of $612,000.00, by making four quarterly payments in 2028, each in the amount of $153,000. This Addendum shall serve to satisfy the requirements of Section 4 of the Agreement, with respect to the years 2026, 2027 and 2028.

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:_____ ___, 2026 **EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY**

By:_____
David Roberts, Chair

DATED:_____ ___, 2026 **LINDMORE IRRIGATION DISTRICT**

By:_____
John Arnold, President

DATED:_____ ___, 2026 **KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIEB, KIMBALL, LLP**

By:_____
Joseph Hughes, Attorney for EKGSA

DATED:_____ ___, 2026 **RUDDELL, STANTON, BIXLER, MAURITSON & EVANS, LLP**

By:_____
Alan F. Doud, Attorney for LID