Administrative Matters

THE BOARD OF DIRECTORS OF THE NORTH KINGS GROUNDWATER SUSTAINABLILITY AGENCY JOINT POWERS AUTHORITY SCHEDULED A MEETING FOR NOVEMBER 16, 2016, at 6:00 P.M. AGENDA

POTENTIAL CONFLICTS OF INTEREST

Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. [FPPC §87105]

1. **ADMINISTRATIVE MATTERS**
    - a. Introduction of Board Members
    - b. Oath of Office
    - c. Pledge of Allegiance
    - d. Officers Election (Chair, Vice Chair)
    - e. Review Agenda
    - f. Public Presentations (for items not on agenda) – 3 Minutes Maximum Per Person, 10 Minutes Maximum Per Subject
    - g. Member Staff Presentation of Sustainable Groundwater Management Act and Purpose of the Joint Powers Authority Board
    - h. Groundwater Sustainability Agency Timeline/Schedule (Late September 2016 through April 2017)
    - i. Take Action to Appoint Secretary / Treasurer
        - i. Recommendation: Gary Serrato (Temporarily Through Early 2017)
    - j. Take Action to Appoint Interim Legal Counsel Through January 2017
        - i. Recommendation: Lauren Layne (Baker Manock & Jensen) as Interim Legal Counsel Through the January 2017 Board Meeting
    - k. Director Seat #7 Appointment – Review and Take Action
        - i. Recommendation: Defer Seat #7 Appointment Until January 2017
    - l. Member Updates
        - i. Bakman Water Company Participation Agreement
        - ii. California State University – Fresno State Water Resource Control Board Groundwater Sustainability Agency Eligibility Letter
        - iii. Fresno Metropolitan Flood Control District Memorandum of Understanding with NKGSA
    - m. Review of Future Meetings
        - i. Take Action to Set Date for Next Board Meeting
            1. Recommendation: December 7, 2016 at 6:00 p.m. – Fresno Irrigation District Office
    - n. Take Action to Set Public Hearing Date for Election of Joint Power Authority to be Groundwater Sustainability Agency
        - i. Recommendation: December 7, 2016 at 6:00 p.m. – Fresno Irrigation District Office
    - o. Joint Powers Authority Organizational Structure – Review and Take Action
        - i. Recommendation: Approve Advisory Committee Formation
        - ii. Appointment of Advisory Committee Chair

In compliance with The Americans With Disabilities Act, if you need assistance to participate in this meeting, please contact the district at (559) 233-7161. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting.

THE BOARD OF DIRECTORS OF THE
NORTH KINGS GROUNDWATER SUSTAINABLILITY AGENCY
JOINT POWERS AUTHORITY
SCHEDULED A MEETING FOR NOVEMBER 16, 2016, at 6:00 P.M.
AGENDA

2. **LEGAL MATTERS**
    a. Conflict of Interest Code – Review and Take Action
        i. Recommendation: Adopt Conflict of Interest Code
    b. Bylaws (Final due at January 2017 Board Meeting)
    c. Insurance
    d. Legal Counsel RFP (Request for Proposal) – Review and Take Action
        i. Recommendation: Release/Public Notice RFP to be due December 16, 2016. Review Committee to Interview/Review. Board to be Provided Recommendation Prior to January 2017 Board Meeting
    e. Technical Engineering Consultant RFQ (Request for Qualifications) – Review and Take Action
        i. Recommendation: Release/Public Notice RFQ to be due December 16, 2016. Review Committee to Interview/Review. Board to be Provided Recommendation Prior to January 2017 Board Meeting

3. **FINANCIAL MATTERS**
    a. Administrative/Fiscal Agent Agreement – Review and Take Action
        i. Recommendation: Approve Administrative/Fiscal Agent Agreement with FID for Services
    b. Purchasing and Procurement Policy – Review and Take Action
        i. Recommendation: Temporarily Use Policy of Administrative/Fiscal Agent Until JPA Adopts its Own
    c. Remainder of Fiscal Year 2016-2017 JPA/GSA Budget (November 16, 2016 through June 30, 2017) – Review and Take Action
        i. Recommendation: Adopt Proposed Budget

4. **DIRECTORS REPORT**

5. **ADJOURNMENT**

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is November 10, 2016. Posting locations are: 1) District Office; 2) FID Website; and 3) Mailbox located in front of 2907 S Maple Avenue – Fresno, CA (24 hour access available on District website and in the mailbox in front of building).

"In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

In compliance with The Americans With Disabilities Act, if you need assistance to participate in this meeting, please contact the district at (559) 233-7161. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting.

NORTH KINGS GSA

BOARD OF DIRECTORS MEETINGS

2016 SCHEDULE OF MEETINGS / EVENTS- *Subject to Change with Proper Notice

November 16, 2016	**6:00 p.m.**	**Regular Board Meeting**
December 7, 2016	**6:00 p.m.**	**Regular Board Meeting**

Date	Action	Summary/Action Item	Applicable Code or Section
Phase 1 GSA Formation and Coordination			
9/16/2016	Filing: Native American Heritage Commission	Submit a request to the Native American Heritage Commission to identify whether there are Native American tribes to be identified as Interested Parties under SGMA. (90 day lead time)[1]	Water Code §10723.8 (a)(4)
9/30/2016	Member agency adoptions	JPA signed by all members; members appoint their representatives for the JPA Board of Directors	
10/21/2016	Meeting: NKGSA Group Meeting	Regular NKGSA group meeting; ensure the JPA is fully executed; confirm date for November JPA meeting	
11/1/2016	Filing: NKGSA JPA to Secretary of State	File Notice of a JPA with CA Secretary of State ($1 filing fee)	Government Code §6503.5
11/1/2016	Filing: NKGSA Public Agency Roster	Within 70 days after the date of commencement of its legal existence, the governing body of each public agency shall file on a Secretary of State form a statement of facts defined in the code. This shall be submitted to the Secretary of State and the county clerk.	Government Code §53051. (a)
11/1/2016	Filing: NKGSA JPA to State Controller's Office	Submit a full copy of the joint powers agreement to the State Controller's office	
11/11/2016	Public Notification: NKGSA Board Agenda and Packet	By 6:00 p.m., post the NKGSA Board Agenda at the meeting location in compliance with the Brown Act; provide board packets to directors	Government Code §54954.2. (a) (1)

11/16/2016	Meeting: NKGSA JPA Board Meeting	6 p.m. First meeting of the NKGSA Joint Powers Authority at FID. Key Actions:
		• Elect officers
		• Director Seat #7 Appointment Deferral
		• Member Updates:
		  o Bakman Water Co. Participation Agreement
		  o CSUF SWRCB GSA Eligibility Letter
		  o FMFCD Memorandum of Understanding with NKGSA
			Water Code §10723(b)

[1] http://nahc.ca.gov/wp-content/uploads/2015/04/Sacred-Lands-File-NA-Contact-Form.pdf

			• Set Public Hearing Date for election to be GSA (12/7/2016)
			• Approve agreement with FID for services
			• Release RFQ for legal counsel
			• Release RFQ for Engineer/GSP development
			• Set date for next meeting and public hearing
			• Form applicable committees
			• Circulate Form 700s (Board and Alternates)
			• Adopt budget
			• Status Updates:
			  ○ NKGSA website (hosted by County?)
			  ○ NKGSA Conflict of Interest Policy (due by 5/16/2017)
			  ○ NKGSA JPA Bylaws (final due at December 2016 meeting)
				Section 87302.6; 2 CA Code of Regs. § 18754

11/16/2016 to 12/16/2016		Filing: Statement of Economic Interest – Form 700	Within 30 days of entering office, each NKGSA Board Directors and Alternates shall submit Form 700 with the NKGSA Secretary. Secretary to keep a copy and forward original to Fresno County Fair Political Practices Commission filing official.	
11/23/2016		Web: Launch NKGSA Website or web page	Web presence in place in advance of first public notice in local newspaper.	
11/23/2016 and 11/28/2016		Public Notification: NKGSA Formation and Public Hearing	Two newspaper advertisements at least five days apart, 14-days prior to public hearing. *Fresno Business Journal* advertising deadlines: • 11 a.m. 11/21/2016 for 11/23/2016 issue • 11 a.m. 11/28/2016 for 11/30/2016 issue Optional: Distribute News Release • Draft and circulate news release on 11/23/2016 • Appoint representative for media response/coordination	Government Code §6066
12/2/2016		Public Notification: NKGSA Board Agenda and Packet	By 6:00 p.m., post the NKGSA Board Agenda at the meeting location in compliance with the Brown Act; provide board packets to directors	Government Code §54954.2. (a) (1)
12/7/2016		Meeting: NKGSA JP A Board Meeting and Public Hearing	6 p.m. Second meeting of the NKGSA Joint Powers Authority at FID. Key Actions:	Water Code §10723(b)

			• Approve meeting minutes
			• Approve NKGSA Bylaws
			• Member Updates:
			  ○ Adopt: Bakman Water Co. Participation Agreement
			  ○ Adopt: FMFCD Memorandum of Understanding with NKGSA as Interested Party
			  ○ CSUF SWRCB GSA Eligibility Status
			• Hold Public Hearing to be GSA
			• Adopt resolution for GSA formation
			• Direct staff to file GSA Notification to DWR
			• Select legal counsel and Engineer from RFQs
			• Adopt other policies
			• Form remaining committees
			• Adopt meeting calendar for 2017	

12/8/2016 to 1/6/2017		DWR Notification: GSA Formation	Written notification due within 30 days of public hearing. GSA filing deadline is June 30, 2017. Content requirements for GSA Formation Notification is as follows:	Water Code §10723.8
	☑ Transmittal Letter		Transmittal letter signed by plan manager or other duly authorized	Article 4. §353.4.
	☑ Map		Copy of map of Service Area Boundary in GIS	Water Code §10723.8 (a)(1)
	☑ Resolution		Copy of the approved resolution	Water Code §10723.8 (a)(2)
	☑ Bylaws, ordinance, etc.		Copy of new bylaws, ordinances, or authorities adopted by the local agency	Water Code §10723.8 (a)(3)
	☑ Interested Parties List		List of interested parties pursuant to §10723.2 and an explanation of how their interests will be considered in the development and operation of the GSA and the development and implementation of the agency's sustainability plan.	Water Code §10723.8 (a)(4)
1/7/2017[2] to 1/22/2017		DWR Review: NKGSA Formation	15 day internal review before publishing on DWR website.	Water Code §10723.8(b)

[2] Start date subject to actual filing date of GSA Formation Package to DWR

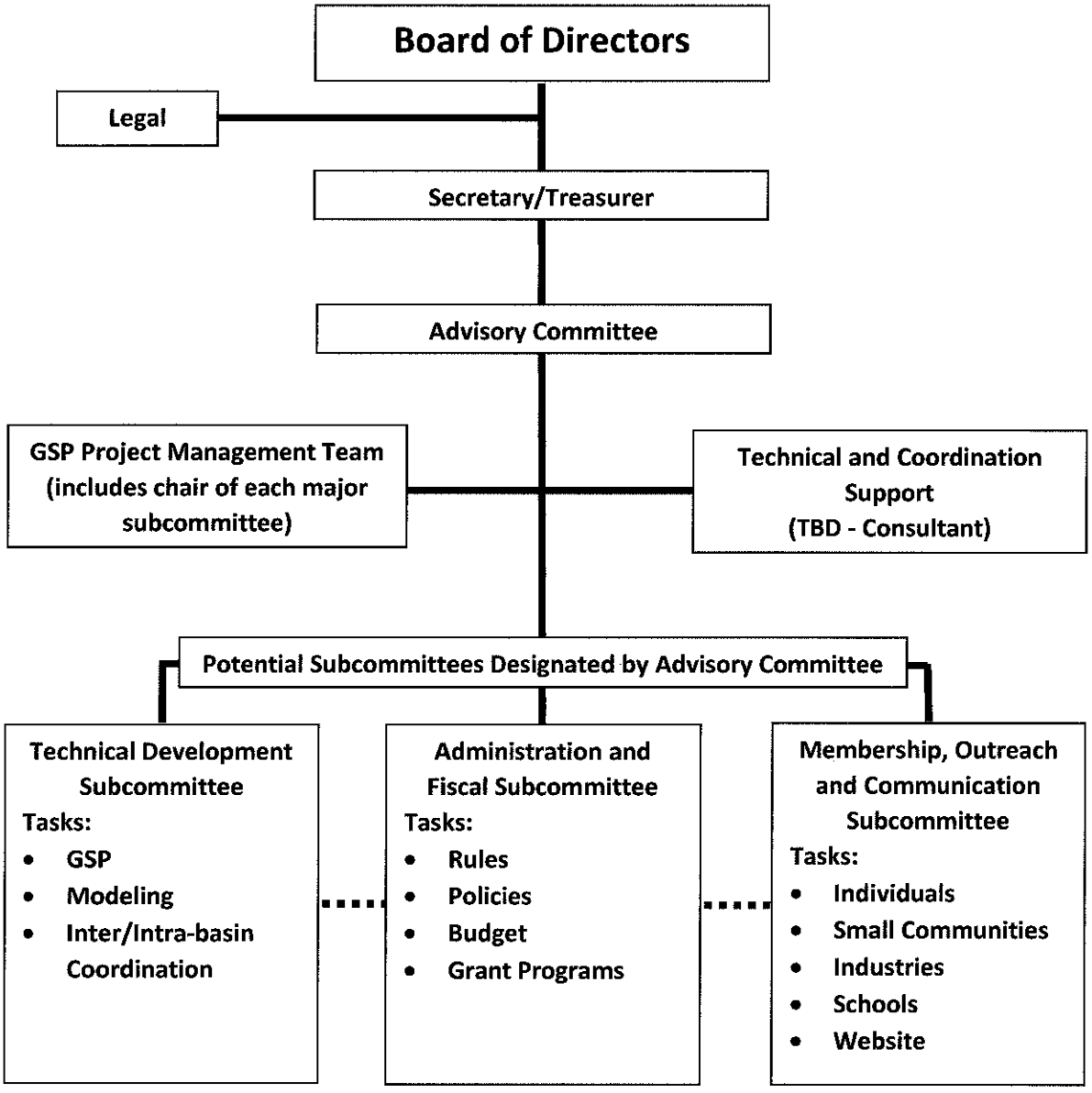
January 2017		Public Notification: NKGSA Board Agenda and Packet	By 6:00 p.m., post the NKGSA Board Agenda at the meeting location in compliance with the Brown Act; provide board packets to directors	Government Code §54954.2. (a) (1)

January 2017		Meeting: NKGSA JP A Board Meeting	6 p.m. Third meeting of the NKGSA Joint Powers Authority at FID.
			Key Actions:
			• Approve meeting minutes
			• Member Updates:
			  o CSUF SWRCB GSA Eligibility Status
			• Consider Appointment of Seat #7
			• Status Updates:
			  o NKGSA Notification to DWR
			  o Advisory Committee
			  o GSP Project Management Team
			  o Technical Development Subcommittee
			  o Administration and Fiscal Subcommittee
			  o Membership, Outreach and Communication	

1/22/2017		Web: DWR Posting of NKGSA Formation	Posting is due within 15 days of receipt by NKGSA	Water Code §10723.8(b)
1/23/2017 To 4/22/2017		Public Review Period: NKGSA Formation	90-day period of public comment commencing first day of DWR posting on DWR website. Copies of written comments submitted to DWR shall be provided to Agency. Assumes no overlap of jurisdictions from other GSAs.	Water Code §10723.8(c)
4/22/2017		Web: DWR Updates Posting of NKGSA Formation Status	Barring substantive public comment to formation, NKGSA becomes exclusive GSA for the geographic area (following completion of 90-day public comment period)	Water Code §10723.8(c)

North Kings Groundwater Sustainability Agency

Agency and Committee Structure



Legal Matters

REQUEST FOR PROPOSAL

General Counsel Legal Services

December 2016
North Kings Groundwater Sustainability Agency

RFP Issued: November 17, 2016
RFP Submission Deadline: 12:00 p.m., December 16, 2016

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REQUEST FOR PROPOSAL
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1.0 BACKGROUND

On September 14, 2014, the Governor of California signed into law three bills collectively referred to as the Sustainable Groundwater Management Act (SGMA). In accordance with the SGMA, a group of water supply agencies and local governments, within the Kings Subbasin, generally located within the boundaries of Fresno Irrigation District's service area, have agreed to form a Joint Powers NKGSA designated as the North Kings Groundwater Sustainability Agency (NKGSA). The member agencies of the NKGSA include the City of Fresno, City of Clovis, City of Kerman, Biola Community Service District, Fresno Irrigation District, the Garfield Irrigation District, International Irrigation District, Bakman Water Company, CSU Fresno, and Fresno County. It is currently anticipated that four to five additional GSAs will be established within the Kings Subbasin.

As a joint powers authority, the NKGSA has been established to sustainably manage the groundwater resources within a portion of the Kings Sub-Basin (Sub-Basin Number 5-22.08), which is located within the greater San Joaquin Valley Basin (Basin Number 5-22). In January 2015, the State Department of Water Resources ranked the San Joaquin Valley Basin (and therefore the Kings Sub-Basin) as one of the 21 most over-drafted groundwater basins in California, out of 515. Accordingly, the San Joaquin Valley Basin is a "high-priority" groundwater basin for corrective action.

The NKGSA invites interested law firms ("Firm," "Counsel," or "Proposer") to submit proposals for selection as the NKGSA General Counsel. The attorneys which the Firm identifies in their proposal to represent the NKGSA must possess a minimum of five (5) years' experience representing public agencies in water issues, and possess demonstrated expertise in general counsel services, water rights, water law, environmental litigation, and those matters set forth in Minimum Qualifications Section. The purpose of this Request for Proposal (RFP) process is for a Proposer to demonstrate that its attorneys possess the background, qualifications, competence, and capability to provide General Counsel legal services to the NKGSA.

The Firm selected as General Counsel will serve at the pleasure of the Board of Directors of NKGSA.

We encourage Firms to be as concise as practical in your proposal. The NKGSA Board of Directors have full-time jobs in addition to their service on the NKGSA Board of Directors and with other organizations, and they are very appreciative of Firms that are able present their qualifications clearly and concisely.

2.0 MINIMUM QUALIFICATIONS

1) All attorneys performing services for the NKGSA Board of Directors on behalf of the Firm must be admitted to practice law in the State of California and be members in good standing with the State Bar of California.

2) The Firm member with primary responsibility for the services provided to the NKGSA, ("Lead Counsel") must have at least 10 years' experience providing general counsel legal services for public water supply agencies, irrigation districts, special districts, municipalities or other local public agencies.

3) Demonstrated legal expertise in the following practice areas as they relate to special districts, water districts, irrigation districts, municipal governments and joint powers authorities in California:

   a) Laws and regulations that pertain to the governance of public entities including, but not limited to, California joint powers authorities, special districts, water districts, irrigation districts and municipalities. The relevant laws and regulations include, but are not limited to, the Ralph M. Brown Act; Public Records Act; Political Reform Act; conflicts of interest laws; general public entity and municipal law; the California Government Code and California Water Code; and operating procedures and rules of order relative to the conduct of joint powers authorities, special districts, water districts, irrigation districts and municipalities.

   b) Water rights matters in state courts and before the State Water Resources Control Board.

   c) Federal reclamation law, such as the Central Valley Project Improvement Act, the Central Valley Project System, the State Water Project system, and matters related to water supply contracts with the United States government and California State government.

   d) Environmental law, including: California Environmental Quality Act (CEQA); federal National Environmental Policy Act (NEPA); California and federal Endangered Species Acts; federal Clean Water Act and the California Porter-Cologne Water Quality Act.

   e) Experience and expertise in permitting from, or otherwise working through, regulatory issues with state and federal agencies including, but not limited to, the United States Bureau of Reclamation; United State Fish & Wildlife Service; National Marine Fisheries Service; United States Environmental Protection

Agency; United States Army Corps of Engineers; California Department of Water Resources; State Water Resources Control Board; California Department of Fish & Wildlife; Central Valley Regional Water Quality Control Board; and Central Valley Flood Protection Board.

f) Knowledge and experience working on legal, regulatory, environmental, and similar matters related to the San Joaquin River and Kings River.

g) Public employment labor laws, policies and litigation.

h) Preparation, review and adoption of legal opinions, contracts, memoranda of understanding (including risk transfer and avoidance provisions), resolutions, and policies.

i) Governance in joint powers authorities, including amendments and bylaws, and experience in interfacing with counsel for joint powers member agencies.

j) California statutory provisions which may be applicable to the public works procurement, bidding, award and construction process, including the California Public Contract Code and Labor Code.

k) Real estate law, easements, rights-of-way, encroachment permits, and other related agreements and negotiations.

l) Interpretation and enforcement of settlement agreements, its implementing legislation, and consent judgments.

m) Legislative and administrative (regulatory) law, both California and federal, including proposed and enacted legislation.

n) Other relevant areas pertaining to special district, water district, irrigation district, joint powers authorities and municipal law, including liability claims, legal compliance, ethics, and risk avoidance.

o) Knowledge of California water institutional structure.

p) Supervision of special counsel in litigation matters.

4) Lead Counsel shall typically attend all Board of Director Meetings, Board Committee Meetings, and the Firm must be accessible to provide legal assistance to the NKGSA on a 24- hour basis.

3.0 PROPOSAL REQUIREMENTS

All Proposals must include and will be evaluated based on the following criteria:

1) A detailed scope of services that reflects the Firm's understanding of the NKGSA's requirements.

2) Written responses to all the subject areas set forth in the "Minimum Firm Qualifications" section, demonstrating the Firm's experience and expertise in: (a) counseling; (b) transactional; and (c) litigation matters for each subject area.

3) Personnel Qualifications: The Proposal shall identify the Lead Counsel who will be primarily responsible for providing legal services to the NKGSA, and other Firm attorneys and staff to be assigned to the NKGSA. Please include the qualifications, training, and certifications of Lead Counsel, and all other attorneys and staff who will perform the services outlined herein. Please include the name(s) of a backup attorney for the Lead Counsel (such backup attorney should also have prior, specific qualifying experience acting as general counsel for public agencies). Please also attach professional resumes for the attorneys.

4) List of Clients: A list of major public agency clients (preferably water-related), including any joint powers authorities, represented by the Firm during the last five (5) years, with contact information (i.e., name of the clients, addresses, phone numbers, and contact person). The NKGSA reserves the right to contact any of the references.

5) Additional Firm Information: The Proposal shall include the following:

   a) Its scope of practice (national, regional, statewide, or local), and founding date;

   b) Number of Firm partners, "of counsel," associates, paralegals and other employees;

   c) Location of primary office;

   d) Number of Firm clients.

6) Questions: Please respond in the Proposal to the following questions:

   a) If the Firm were selected to represent NKGSA, do you anticipate that it would have to obtain conflict waivers from any currently existing Firm client?

b) Are you aware of any other ethical conflicts or other related issues which would preclude the Firm from providing legal services to NKGSA?

c) Do your designated litigation attorneys try cases by themselves or is responsibility shared with transactional attorneys who specialize in the practice area at issue, e.g. water and environmental?

d) Briefly describe your Firm's experience and expertise in advising public agencies on questions of law involving: (a) water rights; and (b) property rights.

e) A description of legal services performed for public agencies located in the following Counties: Fresno, Kern, Tulare, Madera and Kings.

f) Within the last five (5) years, has the Firm been subject to any civil litigation for malpractice arising out of its performance of legal services for any firm client? If so, please provide the: (a) name and court case identification number for each case;(b) the jurisdiction in which it was filed; and (c) the outcome of the litigation, i.e. whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

7) Fee Schedule: Please answer the following:

a) Please state the hourly rate(s), together with costs reimbursement(s), you propose for rendering legal services to the NKGSA, including rates for Lead Counsel, all other attorneys and staff (including law clerks and paralegals).

b) Does the Firm offer discounted rates to public agencies such as NKGSA? Do you discount your rates for any other reasons? If so, do the quoted hourly rates reflect those discounts?

c) Is the Firm open to discussing fee arrangements other than fee for service on an hourly basis? If so, please state in detail what the Firm proposes.

8) Sample Contract: Provide a sample contract that the Firm proposes to use for this engagement with the insurance requirements listed herein.

4.0 TERMS AND CONDITIONS

1) Acknowledgement of NKGSA's Contract Provisions.

Interested firms should review and acknowledge in the Proposal that the following provisions will be included in the proposed contract:

The Firm shall procure and maintain the insurance required, for the duration of the contract, to insure against claims for injuries to persons or damages to property arising from or in connection with the performance of legal services performed.

2) Insurance Requirements:

a) Commercial General Liability: Coverage should include $1,000,000 per occurrence, $2,000,000 aggregate, as applicable. Prior to the start of work, the selected Firm shall provide to the NKGSA evidence of insurance from an insurer(s) certifying the coverage. The NKGSA and its Board of Directors, Board Members, officers, employees, agents and volunteers are added as insured's. Additional insured endorsements shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01).

b) Business Automobile Liability: Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of $1,000,000 combined single limit per accident for bodily Injury and property damage.

c) Workers' Compensation and Employer's Liability Insurance: shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease.

d) Professional Liability Insurance: For the full term of this Agreement, the Firm shall procure and maintain Errors and Omissions Liability Insurance appropriate to the legal profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim.

e) Commercial General Liability and Workers' Compensation and Employer's Liability Insurance: policies shall contain a waiver of transfer of rights of recovery ("waiver of subrogation") against the NKGSA, its Board of Directors, Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the Firm.

f) Additional Insured Requirements: the CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the NKGSA, the NKGSA's Board of Directors, Board Members, and the NKGSA's officers,

employees, agents and volunteers as additional insured's.

5.0 REQUESTS FOR CLARIFICATION

All requests, questions or other communications regarding this RFP shall be made in writing to Mr. Gary Serrato, General Manager, Fresno Irrigation District, via email or U.S. Mail. All questions and responses related to the RFP will be distributed to all firms that have requested a copy of the RFP.

Proposers are advised that they are limited to communicating with Mr. Gary Serrato exclusively during the conduct of this RFP process, and are prohibited from communicating with any representatives of the NKGSA member agencies regarding the RFP. This communication restriction applies from the time the Public Notice is published for this RFP until the NKGSA Board of Directors approves the final agreement for services with the firm, decides to reject all proposals, or cancels this RFP process.

Violation of this provision by any Proposer and/or their agent may lead to disqualification of the Proposers Proposal from consideration.

6.0 SUBMISSION OF PROPOSALS

The following information shall be included within the Proposal:

1) Title Page and Table of Contents.

2) Letter of Introduction signed by a partner of the Firm and a summary highlighting the key points of the Proposal.

3) Detailed Proposal.

4) Signed Acknowledgement Form - refer to Exhibit "A" attached hereto.

5) Signed Conflict of Interest Form - refer to Exhibit "B" attached hereto.

6) Proposals shall be delivered to the person at the address listed below on or before 12:00 pm on Friday, December 16, 2016.

7) Please submit 10 (ten) hard copies and 1 (one) digital copy (PDF format) of your proposal to the following address:

Mr. Gary Serrato, General Manager
Fresno Irrigation District
2907 S Maple Avenue
Fresno, CA 9372523

On the proposal, clearly mark the following:

Proposal for General Counsel Services for NKGSA
ATTN: Gary Serrato, General Manager

8) Facsimile and email submissions will not be accepted.

9) No late proposals will be accepted for any reason. No exceptions will be allowed.

7.0 SELECTION PROCESS

Proposals will be examined for compliance with all of the requirements in this RFP. The NKGSA, in its discretion may waive any omission which it deems to be non-essential or inconsequential.

A review panel established by the NKGSA Board of Directors will evaluate each proposal submitted for completeness, including all of the information requested in this RFP. Proposing Firms should note that its fee proposal and pricing, while important, will not be the only deciding factor in final selection, but rather the ability of the Firm to provide and perform the required duties on behalf of the NKGSA as outlined herein.

Oral presentations and written questions for further clarifications may be required of some or all Firms. Final selection will be based on evaluation of the proposal and interview, if interviews are deemed necessary. A panel of outside experts may be used in the NKGSA's discretion.

The Proposals will be initially screened by the review panel, and an invitation to interview with the NKGSA may be extended to select Firms. At its discretion, the review panel will submit a recommended Firm to the NKGSA Advisory Committee, and the Advisory Committee will present a final recommendation to the NKGSA Board of Directors. The NKGSA in its discretion reserves the right to modify the process. Firms shall bear all the costs for proposal preparation, and any interviews or meetings with the NKGSA.

It is anticipated that the NKGSA Board of Directors will select a qualified Firm at its meeting in January 2017.

8.0 CONFIDENTIALITY

The NKGSA reserves the right to make copies of Firm's Proposal available for inspection and copying by members of the public (including Proposals which may contain information the Firm regards as proprietary in nature), unless the NKGSA's legal counsel determines that the information which the Firm regards and has designated as proprietary and confidential may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law.

In the event the NKGSA proposes to disclose records containing information the Firm has specifically identified as being proprietary and confidential, the NKGSA shall notify the Firm in writing of its intent to release such information and the Firm shall have five (5) working days after the NKGSA's issuance of its notice to give the NKGSA written notice of the Firm's objection to the NKGSA's release of proprietary information. The NKGSA will not release the proprietary information after receipt of the objection notice from the Firm unless: (i) the objection notice is not received by the NKGSA until after the close of business on the 5th day following the NKGSA's issuance of the notice of intent to disclose; (iii) the NKGSA is ordered to release the information by a court of competent jurisdiction; or (iii) the Firm's objection notice fails to include a fully executed indemnification agreement wherein the Firm agrees to indemnify, defend and hold harmless the NKGSA, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Firm wishes to withhold. Again, the Firm must specifically identify any information it deems proprietary,

9.0 PUBLIC RECORDS ACT

All Proposals submitted in response to this RFP will become the property of the NKGSA upon submission and a matter of public record pursuant to applicable law. The NKGSA reserves the right to make copies of all Proposals available for inspection and copying by interested members of the public as records of the NKGSA and NKGSA shall be under no obligation to the Firm to withhold such records. Insofar as a Proposal contains information that the Firm regards as proprietary and confidential, it shall be the responsibility of the Firm (and not the NKGSA) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Firm to merely identify the entire Proposal or an entire page or set of pages of proprietary information. With respect to information deemed proprietary, the procedures set forth under the

"Confidential Information" section below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a Proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

The NKGSA is subject to the Public Records Act under California Government Code section 6250 et. seq. As such, all required submitted information is subject to disclosure to the general public.

Proposers are further advised that all the terms and conditions, including fees and fee structures, forming part of any agreement entered into shall, upon such agreement being executed, become a public record of the NKGSA and subject to full disclosure, and each proposer waives any right to object to any such disclosure.

10.0 PROPOSAL ACCURACY

A Proposal which is incomplete, irregular, or conditional may be rejected. By submitting a Proposal, Firms agree that any significant inaccuracy in information given by the Firm to the NKGSA will constitute good and sufficient cause for rejection of the Proposal.

11.0 DISCLAIMER

NKGSA reserves the right to:

1) Enter into agreements for legal services at any time (for general counsel or special counsel legal services) with persons or firms who do not respond to this RFP;

2) Waive any irregularities, and to accept or reject any or all Proposals regardless of qualifications either in whole or part with or without cause;

3) Withdraw this solicitation at any time without prior notice. NKGSA does not make any representations that any contract will be awarded to any respondent to this RFP;

4) Award its total requirements to one respondent or to apportion those requirements among two or more respondents as NKGSA may deem to be in its best interests;

5) Negotiate a final contract with any respondents as necessary to serve the best interest of NKGSA; and

6) Amend this RFP.

12.0 CONFLICTS OF INTEREST

The NKGSA is subject to the Political Reform Act and to conflicts of interest provisions under California Government Code section 1090, et seq. To protect the NKGSA's Directors and staff, all potential contracting parties with the NKGSA shall be required to complete a Conflict of Interest Questionnaire prior to the award. Refer to Exhibit "B" attached hereto.

13.0 DISCRIMINATION

The Firm and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, veteran status, or any other protected class in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

EXHIBIT "A" ACKNOWLEDGMENT FORM

Request for Proposals for General Counsel Legal Services

PART A

The proposing Firm warrants the following:

1) That it will not delegate or subcontract its responsibilities under contract without the express, prior written permission from the NKGSA Board of Directors.

2) That all information provided in connection with this Proposal is true and correct.

3) That it will acknowledge and agree with all terms and conditions stated in this Request for Proposal.

Firm Name (Respondent to RFP):
Street Address:
State:
Zip:
Contact Name:
Title:
Telephone No:
Email:
Signature

PART B

The above listed Firm is responding to a Request for Proposals for a qualified and experienced Firm to provide general legal counsel services.

THIS COMPLETED FORM MUST BE INCLUDED WITHIN THE PROPOSAL SUBMITTED TO THE NKGSA BY **December 16, 2016 at 12:00 pm.**

EXHIBIT "B" CONFLICT OF INTEREST FORM

Request for Proposals for General Counsel Legal Services

NKGSA prohibits its Board of Directors and staff from making decision in which they may have certain financial or personal relationships with a contracting party. The questions that follow are intended to alert NKGSA to potential code of conduct conflicts. If conflicts of only a remote interest exist, a contract may nonetheless be awarded as disclosure allows NKGSA to choose processes for negotiation, award, and administration of contracts to avoid such conflicts. However, NKGSA reserves the right to review and make a final determination regarding whether any actual or potential conflicts would violate NKGSA's policies or California law and thus preclude a contracting party's participation in this award. All contracting parties and proposed sub-consultants must respond to each of the following questions. For responses answered "yes" NKGSA may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1) To the best of your knowledge, do any current NKGSA Board members or employees have financial relationships with any of the following within your Firm or with proposed sub-consultants?

Owner	[Yes] [No]
Member	[Yes] [No]
Partner	[Yes] [No]
Officer	[Yes] [No]
Employee	[Yes] [No]
Contractor	[Yes] [No]
Consultant	[Yes] [No]
Broker	[Yes] [No]
Major Stockholder:	[Yes] [No]

(Major stockholder means ownership of 3% or more of firm stock.)

If "Yes" to any of the above, did this Board member or employee participate in formulating your submittal?

[Yes] [No]

2) Are you or, to the best of your knowledge, are any officers or key employees of your Firm or proposed sub-consultants an immediate family member of any current NKGSA Board member or employee?

   [Yes] [No]

3) To the best of your knowledge, is an NKGSA member agency representative seeking or being considered for employment by your Firm or by proposed sub-consultants?

   [Yes] [No]

4) To the best of your knowledge, have you or any officers or key employees of your Firm or any proposed sub-consultants provided contributions directly or indirectly to a Board member while this potential new contract is pending before the NKGSA?

   [Yes] [No]

5) To the best of your knowledge, have you or any officers or key employees of your Firm or any proposed sub-consultants ever served on NKGSA's Board?

   [Yes] [No]

6) On a separate sheet, identify and disclose any business relationship(s), direct or indirect, past, present, or pending, with any of the members of the NKGSA, any public or private water agency, purveyor/pumper, or any associated entity in the NKGSA service area.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Firm Name: _____

Name (type or print): _____

Title: _____

Signature: _____

Date _____

THIS COMPLETED FORM MUST INCLUDED WITHIN THE PROPOSAL SUBMITTED TO THE NKGSA BY **December 16, 2016 at 12:00 pm.**

REQUEST FOR QUALIFICATIONS

Professional Technical Engineering and Consulting Services for the North Kings Groundwater Sustainability Agency

December 2016
North Kings Groundwater Sustainability Agency

RFQ Issued: November 17, 2016

RFQ Submission Deadline: 12:00 p.m. December 16, 2016

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REQUEST FOR QUALIFICATIONS
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1.0 BACKGROUND

On September 14, 2014, the Governor of California signed into law three bills collectively referred to as the Sustainable Groundwater Management Act (SGMA). In accordance with the SGMA, a group of water supply agencies and local governments within the Kings Subbasin, generally located within the boundaries of Fresno Irrigation District's service area, have agreed to form a Joint Powers Authority designated as the North Kings Groundwater Sustainability Agency (NKGSA). The member agencies of the NKGSA include the City of Fresno, City of Clovis, City of Kerman, Biola Community Service District, Fresno Irrigation District, the Garfield Irrigation District, International Irrigation District, Bakman Water Company, CSU Fresno, and Fresno County. It is currently anticipated that four to five additional GSAs will be established within the Kings Subbasin.

As a joint powers authority, the NKGSA has been established to sustainably manage the groundwater resources within a portion of the Kings Subbasin (Subbasin Number 5-22.08), which is located within the greater San Joaquin Valley Basin (Basin Number 5-22). In January 2015, the State Department of Water Resources ranked the San Joaquin Valley Basin (and therefore the Kings Subbasin) as one of the 21 most over-drafted groundwater basins in California, out of 515. Accordingly, the San Joaquin Valley Basin is a "high-priority" groundwater basin for corrective action.

As required by the SGMA, the NKGSA will be responsible for developing and implementing a groundwater sustainability plan (GSP) in concert with the other GSAs in the Kings Subbasin. The GSP must achieve the sustainability goal for the entire basin within 20 years of GSP implementation (by 2040) without adversely affecting the ability of adjacent basins to implement their respective GSPs or achieve their respective sustainability goals.

Per the GSP Emergency Regulations approved by the CA Water Commission on May 18, 2016, the GSP must include a physical description of the basin, including groundwater levels, groundwater quality, subsidence, and information on groundwater-surface water interaction; data on historical and projected water demands and supplies; and a description of how the GSP will be coordinated with other plans, including city and county general plans. In addition, the GSP must identify the specific projects and management actions that the local governments and water supply agencies will implement to prevent undesirable results; measurable objectives for monitoring GSP effectiveness; data monitoring, management and reporting provisions; and the milestones for GSP implementation. GSPs are prepared by GSAs and submitted to the State for approval, and high-priority subbasins such as the Kings Subbasin must submit GSPs by January 31, 2020.

2.0 REQUEST FOR QUALIFICATIONS

This Request for Qualifications (RFQ) is being issued by the NKGSA Board of Directors to retain a professional engineering and consulting firm, licensed in the State of California, to act as the overall technical engineering consultant for the NKGSA with the responsibility to, but not limited to, oversee, manage and coordinate the preparation of a Groundwater Sustainability Plan (GSP) for the NKGSA that meets all the requirements of the SGMA and the GSP Emergency Regulations; is coordinated with GSPs developed by adjacent GSAs; relies on the use of a currently available groundwater water model for the Kings Subbasin and/or other tools approved by the NKGSA or developed in coordination with adjacent GSAs, and is suitably prepared to be submitted for approval to DWR by June 30, 2019. The consultant may be assigned additional tasks by the NKGSA that may or may not be directly related to the preparation of the GSP.

The NKGSA will not pay for any costs incurred in preparation and submission of the qualifications, or in anticipation of a contract.

3.0 QUALIFICATIONS SUBMISSION DATELINE

Qualifications submittals shall be delivered to the following address on or before 12:00 pm on Friday, December 16, 2016.

Mr. Gary Serrato, General Manager
Fresno Irrigation District
2907 S Maple Avenue
Fresno, CA 9372523

On the qualifications submittal, clearly mark the following:

> **Qualifications for Professional Technical Engineering and Consulting Services for the North Kings Groundwater Sustainability Agency**
>
> **ATTN: Gary Serrato, General Manager**

No late qualifications will be accepted for any reason. No exceptions will be allowed.

4.0 QUALIFICATIONS SUBMITTAL REQUIREMENTS

Each qualifications submittal shall be limited to a maximum of 25 pages, inclusive of the cover letter, resumes, and any other supplemental materials. Qualifications shall be submitted in 3-ring binders, tabbed, using 8 ½ and 11 paper, and minimum of 11 point font size. Prospective proposers shall submit 10 (ten) hard copies, and one (1) PDF

copy, to the address noted above by the submission date and time. Electronic submittal of qualifications will not be accepted.

All firms wishing to be considered for this work shall include the following information in their qualifications, with a separate tab for each section:

1. Cover Letter – Limit cover letter to two (2) pages. Include in the cover letter, the office location where the project will be managed, and the name, title and location of the project manager.

2. Statement of Qualifications – Limit statement of qualifications section to three (3) pages. Provide a brief summary of the proposer's understanding of the key characteristics that position the proposer as uniquely qualified to prepare a Groundwater Sustainability Plan and provide services and support related to SGMA for the NKGSA.

3. Project Team – Include an organization chart illustrating the key project team members, the firms they are affiliated with, and the role each will serve on the project; clearly identify the name and title of proposed project manager; provide brief biographical sketches and resume for each key project team member and their office location. In this section, include summary information for each sub-consultant firm that has been identified for the project.

4. Project Experience – Include in this section a description for at least five projects that highlight the qualifications of the firm to prepare a Groundwater Sustainability Plan for the NKGSA. For the purposes of this RFQ, the NKGSA desires to hire a firm that has experience working with water supply agencies within the NKGSA and Kings Sub basin regions that rely on conjunctive-use water resource management strategies to meet the water supply needs of multiple stakeholder groups, including agriculture, municipal, industrial, and domestic. At a minimum, firms should have demonstrated experience preparing multi-jurisdictional groundwater management plans, urban water management plans, integrated water resource management plans, groundwater monitoring programs; groundwater models; long-range water supply plans; stormwater conveyance and retentions programs; and surface conveyance and recharge programs.

5. Project Approach – In this section, provide a description of the proposed tasks that will be required to complete the many and varied elements of the Groundwater Sustainability Plan. Identify those tasks that will require the highest levels of participation and input from the member agencies of the NKGSA, and those tasks that will require significant decisions by the member agencies of the NKGSA.

Describe your proposed approach for implementing SGMA and complying with the GSP Emergency Regulations in the NKGSA region, and preparing a GSP for submittal to the State by June 30, 2019. Include a proposed outline for the GSP in its final form as submitted to DWR, and prepare a summary schedule showing the key milestones, deliverables, and decisions by the NKGSA that will be required to complete the GSP by June 30, 2019.

6. References – Contact names and phone numbers for at least four public agency references for whom the proposer has performed similar or related services within the past four years. Please include a brief description of the services provided; the duration of the project; the completion status of project; the total contracted fee for the project; and the agency contact name, title, phone number, and email.

7. Fee Schedule – Include a fee schedule listing the billing rates for all classifications of personnel and sub-consultants that will be assigned to the project. Be advised that the fee schedule shall be included as an attachment to any contract they may result from this selection process, and, therefore, the fee schedule should reflect billing rates that will remain in effect through June 30, 2019.

   All work associated with the preparation of the GSP and other tasks assigned by the NKGSA shall be performed on a time and materials basis, under individual Task Orders to be reviewed and approved by the NKGSA Advisory Committee. All work shall be completed to the satisfaction of the NKGSA Board of Directors, or their designee, within the time periods allocated for each Task Order and within the budget assigned to each Task Order.

5.0 QUALIFICATION REVIEW AND SELECTION PROCESS

The NKGSA reserves the right to select a consultant based on its sole discretion, and that serves in the best interest of the NKGSA. The NKGSA will select only one consultant as the NKGSA's technical engineering consultant, and the consultant may contract directly with one or more subconsultants as necessary in coordination with the NKGSA's Executive Officer (or functional equivalent). A review panel established by the NKGSA Board of Directors will review and evaluate the qualifications submitted in response to this RFQ. Each qualifications submittal will be reviewed for the following:

1. Quality and completeness of the qualifications submittal

2. Understanding of project requirements, and key project issues and challenges

3. Proposed approach for completing project on schedule, efficiently, effectively and suitable for regulatory approval

4. Project team qualifications and experience with similar projects

Based on the findings and recommendations of the review panel, the NKGSA may decide to perform interviews with two or more proposers. If so, proposers will be notified with the details of the interview process.

Upon completion of interviews, should interviews be required, a recommendation will be presented to the NKGSA's Advisory Committee, and if acceptable, the Advisory Committee will present a recommendation to the NKGSA's Board of Directors requesting authorization to negotiate and execute a contract with the consultant to perform the duties and responsibilities as the NGKSA technical engineering consultant.

6.0 RESERVATION OF RIGHTS

The NKGSA Board of Directors reserves the following rights for this RFQ process:

1. Reject any and all Qualifications submittal received.
2. Issue a subsequent RFQ.
3. Cancel the entire RFQ.
4. Remedy technical errors in the RFQ process.
5. Negotiate with any, all, or none of the Respondents to the RFQ.
6. Waive informalities and irregularities.
7. Accept multiple responses.
8. Make multiple recommendation(s) to the NKGSA Board of Directors.
9. Request additional information or clarification from any or all proposers.
10. All qualifications submittals and their contents will become the property of the NKGSA.

7.0 SCHEDULE

The NKGSA Board of Directors desires to have a fully executed agreement completed with the selected firm(s) no later than January 31, 2017.

8.0 CONTACT INFORMATION

All requests, questions or other communications regarding this RFQ shall be made in writing to Mr. Gary Serrato, General Manager, Fresno Irrigation District, via email gserrato@fresnoirrigation.com or U.S. Mail. All questions and responses related to the RFQ will be distributed to all firms that have requested a copy of the RFQ.

Proposers are advised that they are limited to communicating with Mr. Gary Serrato exclusively during the conduct of this RFQ process, and are prohibited from communicating with any representatives of the NKGSA member agencies regarding the RFQ. This communication restriction applies from the time the Public Notice is published for this RFQ until the NKGSA Board of Directors approves the final agreement for services with the selected firm(s), decides to reject all qualification submittals, or cancels this RFQ process.

Violation of this provision by any Proposer and/or their agent may lead to disqualification of the Proposer's Qualifications submittal from consideration.

Financial Matters

AGREEMENT FOR ADMINISTRATION AND FISCAL AGENT SERVICES FOR THE NORTH KINGS GROUNDWATER SUSTAINABILITY AGENCY

THIS AGREEMENT FOR ADMINISTRATION AND FISCAL AGENT SERVICES FOR THE NORTH KINGS GROUNDWATER SUSTAINABILITY AGENCY (this "Agreement") is made and entered into this _____ day of _____, 2016 (the "Effective Date") by and between the North Kings Groundwater Sustainability Agency Joint Powers Authority ("NKGSA"), a California joint powers authority, and the Fresno Irrigation District ("District"), a California irrigation district.

RECITALS

A. Whereas, a Joint Powers Agreement (JPA Agreement), dated October 25, 2016, created a joint powers authority ("JPA") for the purpose of acting as a separate and independent public agency and as a single Groundwater Sustainability Agency ("GSA") for the Fresno area, (under the State's 2014 Sustainable Groundwater Management Act) hereinafter identified as the NKGSA, and creating a Board of Directors; and

B. Whereas, Sections 3.03(D) and (E) of the JPA Agreement provide the ability for the NKGSA to, in lieu of hiring employees, engage with a third party(ies), which may or may not be a Member, Contracting Entity, or Interested Party, to manage any or all of the business of the NKGSA and/or to act as the fiscal agent for the NKGSA on terms and conditions acceptable to the NKGSA's Board of Directors; and

C. Whereas, the Board of Directors desire to engage a third party to perform the services of fiscal agent as well as provide administrative services as deemed beneficial for the operation of the NKGSA; and

D. Whereas, the Board of Directors agrees to initially designate the District as the NKGSA fiscal agent and engage District to provide administrative services for the NKGSA under Section 3.03 (D) & (E) of the JPA Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein and these Recitals, which are hereby incorporated by this reference, it is agreed by and among the Members hereto as follows:

Article I: Definitions

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

A. "Authority", "NKGSA", or "JPA" shall mean the North Kings Groundwater Sustainability Agency Joint Powers Authority, which is the public and separate legal

entity created by the Joint Powers Agreement (JPA Agreement) executed October 25, 2016.

B. "Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of the JPA Agreement.

C. "Fiscal Year" shall mean that period of twelve (12) months established as the Fiscal Year of the Authority pursuant to Section 4.01 of the JPA Agreement.

D. "Party" or "Parties" shall mean the collective whole of the two parties signing this agreement.

Article II – Purpose.

The primary purpose of this Agreement is to outline and provide for the terms and conditions for the NKGSA to engage the District to perform NKGSA's fiscal and administration activities on behalf of the NKGSA. The Board of Directors may adjust the District's level of engagement in NKGSA fiscal and administration activities at any time to what is appropriate or necessary with the concurrence of the District.

Article III – Funding.

Section 3.01 – Budget.

The NKGSA shall, in cooperation with the District, provide and approve a budget for the activities authorized by the JPA Agreement, annually or more frequently as needed, for presentation to the District. No budget may be deemed approved until it is approved by the Board of Directors as provided for in the JPA for the NKGSA. At the first official NKGSA Board of Directors meeting (anticipated to occur in November 2016), the Board of Directors shall establish and approve an initial budget based on the anticipated future NKGSA activities. Thereafter, the NKGSA shall establish its budgets in keeping with the terms of the JPA Agreement.

Section 3.02 – Administrative Agent.

The District agrees to provide administrative support services for the NKGSA, as assigned and delegated by the NKGSA under Section 3.03(C) of the JPA Agreement, and accepted by the District. Such administrative support services may include, but are not limited to, scheduling and hosting meetings, NKGSA board meeting support such as preparation and distribution of agendas and minutes, assisting with NKGSA member communication, printing and photocopying of various documents and materials, and other administrative duties associated with the operation of the NKGSA. The NKGSA agrees to reimburse the District for the District's staff time per the fee schedule attached hereto as Exhibit A. The NKGSA also agrees to reimburse the District for the District's material costs for office supplies at 6% of District's staff time fees, postage at cost (for activities such as

mass mailings), and mileage at the current IRS standard mileage rate. The District shall submit its invoices to the NKGSA for approval on a monthly basis, and approved District invoices will be processed per the provisions in Section 3.03 of this Agreement.

Section 3.03 – Fiscal Agent.

The District will act as fiscal agent for the NKGSA for activities undertaken through this Agreement under Section 3.03(D) of the JPA Agreement. The NKGSA Board of Directors will adopt its fiscal year budget as provided in Sections 2.03(D), 4.01 and 4.03 of the JPA Agreement. The District shall send out invoices to each of the NKGSA signatories for each pro-rata contribution to the annual budget after the budget has been approved by the NKGSA Board of directors. NKGSA shall cooperate with the District and the signatories to the JPA Agreement to encourage prompt contribution of these pro-rata budget amounts so that the NKGSA can operate. The District shall pay all bills approved by the NKGSA from the NKGSA account administered by the District. The District may also make arrangements, temporarily, to pay approved bills, in part, using the District's own funds provided that the District has an agreement with the NKGSA and with the signatory(ies) of the JPA Agreement at issue, for which the District may advance District funds for the District to be reimbursed for such advances, as soon as possible. Such an arrangement anticipates that the District will be reimbursed by the signatories and/or the NKGSA in the immediate future for any such funds advanced.

The District shall invoice each signatory to the NKSGA for that signatory's pro-rata share (initially based on that signatory's participation percentage set forth on Exhibit C of the JPA Agreement, but subject to change under terms of the JPA Agreement) on an annual, quarterly or monthly basis, as appropriate based on the level of activity and costs incurred by the NKGSA or the District on behalf of the NKGSA. With the approval of the Board of Directors, the District may also make additional calls for funds from the signatories to the JPA Agreement if needed to pay expenses incurred under this Agreement, subject to the approved budget for activities under the JPA Agreement and direction from the Board of Directors. The District shall deposit all amounts received and account for them separately in an account kept for the NKGSA and not comingled with District funds. The District shall also provide monthly reports to the NKGSA and its member signatories reflecting all receipts and disbursements of funds provided under this Agreement. The books and records of the NKGSA as administered by the District relating to activities undertaken under this Agreement will be open to inspection by the NKGSA and its signatories during reasonable business hours at the District's offices.

The District shall work with the Treasurer of the NKGSA and assist the Treasurer in the hiring of a certified public accountant to make an annual financial audit covering a one-year period with respect to all NKGSA receipts, disbursements, other transactions and entities into the books as set forth in Section 3.03(C) of the NKGSA JPA. The NKGSA agrees to reimburse the District for its fiscal agent-related costs per the fee schedule attached hereto as Exhibit A.

Section 3.04 – Undertaking and Allocation of Obligations; Indemnification.

(a) If the NKGSA acting under this Agreement enters into any contract or other voluntary obligation, then that contract or obligation will be in the name of the NKGSA; provided, that all financial obligations thereunder must be satisfied solely with funds provided under this Agreement.

(b) The NKGSA shall indemnify and hold the District and its officers, directors, employees, successors and assigns, and each of them, free and harmless from and against any liability or any claim for loss of or damage, including attorney's fees and expert fees, resulting from the activities under this Agreement, including but not limited to NKGSA Member or third-party claims for the District's role or actions pursuant to this Agreement. This indemnity shall apply irrespective of whether the District was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on the District. The NKGSA shall not be obligated to indemnify the District where any loss, damage, injury, liability, or claim is a result of the sole negligence or willful misconduct of the District under this Agreement.

(c) Upon approval by the Board of Directors, the District will be reimbursed from funds provided under this Agreement for reasonable administrative costs incurred in connection with activities undertaken under this Agreement unless otherwise provided for in the JPA of the NKGSA.

Article IV – Expenses and Assets.

The NKGSA agrees that all expenses incurred by it and/or by the District under this Agreement are the costs of the NKGSA and not of the District, and shall be paid by the NKGSA; provided, however, that this Paragraph will not preclude the NKGSA or its Members from accepting voluntary contributions from other public or private entities or the District or other interested parties, and applying such contributions to the purposes of this Agreement. The NKGSA shall pay that share of any District costs reasonably allocated by the District to cover the cost to the District associated with administering this Agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to activities undertaken under this Agreement shall be assets, rights, benefits, debts, liabilities and obligations solely of the NKGSA according to the terms of this Agreement. A schedule of charges for services rendered by the District as fiscal agent and for management tasks hereunder is attached hereto as Exhibit A.

Article V – Source of Payments.

The NKGSA shall require each of its Members to fix rates, charges or assessments in connection with its operations so that it will at all times have sufficient money to meet its obligations under this Agreement as contemplated in its budget and/or the JPA Agreement.

Article VI – Term.

This Agreement will take effect on the date it is executed by NKGSA and will remain in full force and effect until this Agreement is amended, rescinded or terminated by the NKGSA and/or the District, by written notice provided to the other by the withdrawing party.

To terminate this Agreement, either party must give the other party written notice of termination at least 30 days prior to the termination date. The NKGSA will remain responsible for any financial obligation related to any right or benefit that continues to inure to the NKGSA following the termination date, including the obligation to reimburse the District for any funds advanced or incurred by the District for NKGSA obligations for which the District has not been fully reimbursed or compensated.

Article VI: Liabilities

A. Funds of the NKGSA may be used to defend, indemnify, and hold harmless the NKGSA, the District, and any officers, agents, and employees for their actions taken within the scope of their duties while acting on behalf of the NKGSA under the terms of this Agreement; and, the NKGSA shall provide the District with a legal defense for any and all claims or liabilities, including reasonable attorneys' fees and costs, incurred in providing such a defense.

B. The parties hereto acknowledge and agree that District has no liability to third parties for any injuries, costs, claims, damages or liabilities of whatever kind arising from or related to activities or actions taken in furtherance of the NKGSA/JPA, as its fiscal agent or in performing administrative services for the NKGSA/JPA arising hereunder, independent of the liability that it expressly has directly and exclusively to the NKGSA/JPA arising out of its services performed hereunder.

Article VII: Miscellaneous Provisions

Section 7.01 – Amendment.

This Agreement may be amended from time to time by a vote of the Board of Directors and approval of the District, reduced to writing and signed by both parties.

Section 7.02 – Severability And Validity Of Agreement.

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby

agrees it would have entered into this Agreement upon the same terms as provided herein as if that party had not been party to in this Agreement.

Section 7.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the approval of the Board of Directors and the District. Any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the NKGSA then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the NKGSA and the District.

Section 7.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile and electronic signatures shall be binding.

Section 7.05 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties beneath their signatures on this Agreement, or to such other changed addresses communicated to the NKGSA and the District in writing.

Section 7.06 – Governing Law and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California. The parties to this Agreement hereby expressly waive any right to remove any action to a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

Section 7.07 – Dispute Resolution.

The parties to this Agreement agree that any dispute regarding the enforcement or interpretation of any term, covenant or condition of this Agreement ("Dispute") shall first, for a period of not less than thirty (30) days, be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding arbitration or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in

the Dispute; (iii) exchange written position papers stating their position on the Dispute and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the Dispute; and (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Each party shall bear its own costs, fees and expenses of the mediation. Venue of the mediation shall be a mutually agreeable city within Fresno County, California.

Section 7.08 – Attorney's Fees.

If any party of this Agreement commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NORTH KINGS GROUNDWATER SUSTAINABILITY AGENCY JOINT POWERS AUTHORITY,
a California joint powers authority

By: _____

_____
President

By: _____

_____
Secretary

FRESNO IRRIGATION DISTRICT,
a California irrigation district

By _____
Ryan Jacobsen
President

By: _____
Gary R. Serrato
Secretary

By: _____
William R. Stretch
Assistant General Manager

EXHIBIT A
Schedule of fees for services as Fiscal and Administration Agent

North Kings GSA
Hourly Rate & Burden
10/5/2016

	2016
Fiscal Agent Cost per Hour	
Regular Hourly Rate	47.85
FID Standard Burden Rate - 54%	25.84
Total Hourly Rate & Burden	**73.69**
Secretary Cost per Hour	
Regular Hourly Rate	21.91
FID Standard Burden Rate - 54%	11.83
Total Hourly Rate & Burden	**33.74**
Administrator Cost per Hour	
Regular Hourly Rate	52.75
FID Standard Burden Rate - 54%	28.49
Total Hourly Rate & Burden	**81.24**

FRESNO
IRRIGATION DISTRICT

POLICY NO:	**130-508**	**REVISION/REVIEW DATES:**
POLICY TITLE:	**Audit & Issuance of Checks**	**Revised January 24, 2007**
SOURCE:	**Accounting**	**Revised January 9, 2008**
BOARD		**Revised October 28, 2009 (see**
APPROVAL DATE:	**January 29, 1992**	**corresponding Board Minutes)**
		Revised May 25, 2010

The Controller shall prepare checks on the various applicable accounts to pay legal debts of the District.

The Controller may issue checks without specific prior approval by the Board of Directors for purposes such as payroll, payroll withholding deposits, convenience items, and timely payments required by law and for any other purpose which he/she deems would be beneficial for the District. All other checks which are not time critical shall not be released until approval by a member of the Audit Committee on or before the 13th and 27th of each month.

The Audit Committee will review the check register on the 10th and 24th of each month and authorize issuance of the checks. If the Audit Committee is not available, for whatever reason, the Controller may release the checks on the 13th and 27th day of the month without specific prior approval.

Any two members of the Board, acting together, may function as the Audit Committee.

FRESNO
IRRIGATION DISTRICT

POLICY NO:	**130-528**	**REVISION/REVIEW DATES:**
POLICY TITLE:	**Compensation and Reimbursement Policy**	**March 18, 2009**
SOURCE:	**Accounting**	
BOARD APPROVAL DATE:	**October 11, 2006** **April 8, 2009**	

This policy replaces Policy No. 511, Use of District Credit Cards and Policy No. 512, Authorization and Reimbursement of District-Related Expenses.

Purpose and Scope

To provide Directors, Management and Staff with direction on the types of District-related expenditures that can and cannot be made without prior authorization of the Board, reporting procedures, and the use of District credit cards. This policy is in compliance with AB1234 (2006).

Policy

Authorized Expenditures

District expenses shall include, but not be limited to, the following: meeting stipends, transportation, lodging, meals, tips and registration/attendance fees for official functions.

District funds, equipment, supplies, and staff time shall only be used for authorized District business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses of Directors, Managers or Staff members that may be reimbursed, as long as the other requirements of this policy are met:

1. Communicating with representatives of regional, state and national government on District adopted policy provisions;

2. Attending educational seminars designed to improve a Director's, Manager's or Staff's skills and information levels;

3. Participating in regional, state and national organizations whose activities affect the Districts interests; including attendance at a semi-annual conference of the Association of California Water Agencies (ACWA).

4. Recognizing service to the District (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);

5. Attending District events; including but not limited to, meetings of the Board, standing committees of the Board, or temporary committees of members of the Board.

6. Attendance at a meeting with members of the legislative, executive or judicial branch of the State or Federal governments when attendance is authorized by the Board or President.

7. Attendance at a meeting with leadership of any local agency when authorized by the Board or the President to discuss District business.

8. Attendance at a meeting with President, Vice President or a committee, when authorized by the President or Board.

For purposes of this section, attendance includes:

(a) Physical presence at the majority of the meeting, event, or occurrence listed above, unless presence for a lesser period is authorized by the President or by the Board or committee, respectively.

(b) Lawful participation by teleconference in any other meeting listed in this policy.

(c) Participation in an approved home study or online ethics course to meet the requirements of Government Code Sections §53234 – §53235.5.

The following expenses also require prior Board approval:

1. International and out-of-state travel for Directors, Management, or Staff;

2. Accommodations for overnight stays for Directors, Management, or Staff; and

3. Expenses which exceed the limits established for Directors, Managers, or Staff if the District establishes such limits.

Personal expenses are **not** reimbursable. Examples of personal expenses that the District will not reimburse include, but are not limited to:

1. The personal portion of any trip;

2. Political or charitable contributions or events;

3. Family expenses, including partner's expenses when accompanying a Director(s), Manager(s), or Staff member(s) on agency-related business, as well as children or pet-related expenses;

4. Entertainment expenses, including theater, movies (either in-room or at the cinema), sporting events (including gym, massage and/or golf related expenses), or other cultural events;

5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance, commuting mileage, or gasoline;

6. Alcohol, laundry service, and personal telephone calls; and

7. Personal losses not related to the District's business incurred while on District business.

Any questions regarding the propriety of a particular type of expense should be resolved before the expense is incurred.

Meeting Stipends

General

Consistent with Water Code Section §20200 and prior action taken by the District, Directors may receive $150.00 per day as a daily meeting stipend for each day's attendance at meetings, as defined in this policy, if the Board approves a daily meeting stipend. Such compensation is in addition to any reimbursement for meals, lodging, travel and expenses consistent with this policy.

Meetings and Service Subject to Daily Stipend

To be entitled to a daily stipend, the event in question must constitute one of the activities listed in this policy. Examples of events and meetings are found under "Authorized Expenditures" on pages 1 and 2 of this policy. Additionally, the term "meeting" is defined in section §54952.2 of the Government Code. This section is also known as the Ralph M. Brown Act.

> As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section §54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.[1]

Aggregate Limits

The number of days for which a Director receives a daily stipend shall not exceed the aggregate limits established by state law (AB1234). The aggregate limit as stated in the 2008 California Water Code Section §20201 is ten days per calendar month.

Reimbursement Requirements

To conserve District resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the District may be limited to the costs that fall within the guidelines.

Unless the Board or this policy establishes other permitted reimbursement rates for travel, meals, lodging and other actual and necessary expenses, the District will reimburse expenses

[1]Pamphlet: The Brown Act, Open Meetings for Local Legislative Bodies, 2003, California Attorney General's Office, page 8.

at the U.S, General Services Administration (GSA) rate for travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication.

Conferences/Education

Reimbursement of expenses of attendance at an authorize conference or organized educational activity shall include any registration, attendance, tuition, materials or other similar charge of the conference organizer or activity provider.

Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements should be used, using the most direct and time-efficient route. Government and group rates offered by a provider of transportation shall be used when available.

Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov). For 2009, the rate is 55 cents per mile. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The Internal Revenue Service mileage rates will not be paid in conjunction with rental vehicles; only receipted fuel expenses and the cost of the rental vehicle will be reimbursed.

Taxi or shuttle fares may be reimbursed, including gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time efficiency.

Lodging

Lodging expenses will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay.

If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking.

Directors, Managers, and Staff must request government rates when available. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, lodging rates equal to or less than the rate shown on the GSA schedule for the city/state or area of travel will be used (see www.gsa.gov). Lodging rates that do not exceed this amount per night are presumed reasonable and hence reimbursable. Other rates must be approved by the Board.

Official overnight travel and other related expenses by Directors, Managers, and Staff must be pre-authorized by the Board of Directors. In unusual circumstances where overnight travel is urgent and necessary to the District, but is unforeseen until after the previous Board meeting, the General Manager may authorize such travel with consent of the Board President.

Meals

The maximum daily amount reimbursable for local meals including beverages and tips will be based on the GSA schedule for the current year[2]. In certain high cost cities the maximum daily amount reimbursable for meals including beverages and tips is $64.00 [3]. Such amounts will be annually adjusted to reflect changes in the GSA schedule for the current year. The District may not pay for tips greater than 18%.

This policy recognizes that it is sometimes in the best interest of the District to provide meals for business guests during the conduct of District business and pre-authorizes Directors, Managers and Department Heads to make reasonable and appropriate expenditures for that purpose.

Telephone/Fax/Cellular

Directors, Managers, and Staff will be reimbursed for actual telephone, cellular, and fax expenses incurred on District business. Telephone and cellular bills must identify which calls were made on District business.

Internet

Directors, Managers and Staff members will be reimbursed for Internet access connection and/or usage fees away from home, if Internet access is necessary for District-related business. Reimbursement will not exceed the actual amount charged by the out-of-town accommodation.

Airport Parking

Long-term airport parking must be used for travel exceeding 24-hours.

Credit Card Use Policy

The District does issue credit cards to individual Directors and specified staff for selected District expenses. Directors and Managers may use the District's credit card for such purposes as meal purchases and hotel reservations by following the same procedures listed in this policy. Receipts documenting expenses incurred on the District credit card and compliance with this policy must be submitted within ten (10) business days of use or upon return from the business trip.

There shall be no personal or unauthorized expenses charged on District credit cards.

Cash Advance / Per Diem

Staff members traveling without a District credit card may receive a cash advance based on the per diem rates published by the GSA. Advances will be given to each employee one

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[2] Example: U.S. General Services Administration, Fresno, California, $54.00 per day which includes gratuity (for 2009).

[3] U.S. General Services Administration, Los Angeles, California, $64 per day which includes gratuity.

business day prior to the date of departure. Each employee is required to sign the Cash Advance Form upon receiving the advance. Upon return, receipts and cash must be submitted totaling the amount of the advance.

Expense Report Content and Submission Deadline

All cash advance expenditures and expense reimbursement requests must be submitted on an expense report form provided by the District. Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the Director should explain whose meals were purchased and the nature of the meeting.

Directors, Managers, and Staff must submit their expense reports within thirty (30) days of an expense being incurred, accompanied by receipts documenting the expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

Inability to provide such documentation in a timely fashion may result in the expense being denied for reimbursement.

Audits of Expense Reports

All expenses are subject to verification that they comply with this policy.

Reports to Board

Except where the subject of a meeting relates to matters discussed in closed session, each Director shall briefly give an oral report on meetings attended at District expense. If multiple Directors attended, a joint report may be made.

Compliance with Laws

Directors should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All District expenditures are public records subject to disclosure under the Public Records Act and other laws.

Authorized Employees

The Board may determine if the activities of any staff person is authorized and subject to this policy and therefore subject to reimbursement.

Violation of This Policy

In compliance with AB1234 (Government Code Section §53232), the following are the causes of action that may be pursued for violation of this policy:

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the District, 3) the District reporting the expenses as income to the Director to state and federal tax authorities, 4) civil penalties of up to $1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

EFFECTIVE REVISION DATE: April 8, 2009

Adopted by the Fresno Irrigation District Board of Directors:

Date: _____

Attest: _____
Secretary to the Board of Directors

Fresno Irrigation District Cash Flows

Receipt of Funds:

Payments received through the mail are opened and recorded by the Accounts Payable Clerk. Payments received by the Engineering Department are recorded by the Engineering Administrative Assistant. Payments received for assessments are coded by the Assessor and recorded by the Accounts Payable Clerk. Payments are recorded in the accounting program then receipts are generated and attached to the payment. All payments are stored in a locked cabinet until the deposit is prepared. The Assessor prepares the deposit and completes the deposit slip in the accounting program. She makes copies and scans the deposit. The deposit is taken to the bank by the Controller who gives the deposit receipt to the Assessor to attach to the copy of the deposit. The Account Clerk III verifies the deposit by reconciling the bank daily.

Payment of Expenses:

See Policy 508.

Payment of Credit Cards:

The credit card bills are received by the Accounts Payable Clerk. The Clerk distributes the bills to each cardholder. The cardholder reviews the charges and attaches the receipts. The cardholder returns the bill and receipts to the Accounts Payable Clerk. The Accounts Payable Clerk verifies the expenses and the receipts attached to the original bill. The bill and receipts are then given to the Controller for review. The Controller reviews and approves the bills. The General Manager approves the Controller's credit card. The original bill and receipts are then forwarded to the Accounts Payable Clerk to process for payment either by check or electronic funds transfer (EFT) from the General Bank Account. The Controller signs the checks or drafts the EFTs with the bank.

Payroll:

Payroll is prepared by the Account Clerk III. Human Resources and the Controller provide the Account Clerk III the changes, deletions or additions to the employee's information. The changes are made by the Account Clerk III. Time cards are kept electronically in the Time and Attendance software and are approved by the Department Heads at the end of each pay period. The Account Clerk III verifies the time, transfers the time to the accounting program, runs the reports and processes the checks and EFT payments. The Account Clerk III prepares the EFT payments for the payroll deductions. The Controller reviews the payroll run, checks and EFTs. The Controller signs the payroll checks, transmits the EFT payments and transfers the required funds to the Payroll Bank Account. The Account Clerk III places the employees' paychecks in the envelopes and distributes to the department heads/employees on the appropriate day. The Account Clerk III mails out all other payments.

Bank Reconciliations:

Bank reconciliations are completed by the Account Clerk III on a daily basis. The Account Clerk III reviews the online bank information for any discrepancies with the accounting program. The clerk also reviews copies of the cancelled checks monthly for any variances from the preprinted information. Discrepancies are reported to the General Manager directly. The month end bank reconciliation is given to the Controller to review and file in the monthly financial binders.

North Kings GSA
Proposed Budget
For the Fiscal Year 2016/2017

	JPA %	10-18-16 Proposed Budget 2016-2017
Income		
Member/Contracting Entity	**JPA %**	
Fresno Irrigation District	32.24%	111,333.87
City of Fresno	21.54%	74,383.73
City of Clovis	10.09%	34,843.63
Bakman Water Company	3.51%	12,121.03
City of Kerman	3.46%	11,948.36
County of Fresno	15.95%	55,079.88
Garfield Water District	4.18%	14,434.73
Biola Community Service District	1.55%	5,352.59
California State University Fresno	3.47%	11,982.89
International Water District	4.01%	13,847.67
Interest Income		0.00
Total Income		345,328.38
Expense		
Audit Expense		0.00
Insurance		3,000.00
Legal		18,750.00
Professional Services		238,802.75
Kings Basin Coordination[1]		65,000.00
Supporting Staff (FID)		18,656.25
Printing/Materials Costs (FID)[2]		1,119.38
Total Expense		345,328.38
Net Income		**0.00**

1 From May 2016 Cashflow projection

2 6% of Supporting Staff Costs

North Kings GSA FY2016-2017 Budget
11/1/2016

Item	Description	Admin/Fiscal Agent				Legal Counsel		Professional Services											
								Engineering Consultant						Fresno	Supporting Subconsultant				
		$81.24	$73.69	$33.74	Subtotal	$250	Subtotal	$195	$165	$125	$95	Website	Total	Bee	$213.60	$199.60	$111.60	Total	Subtotal
1	Board Meeting Prep/Minutes (8mtgs)	32	16	32	4,858.40	16	4,000	24					4,680			12		2,395	11,075
2	Board Meeting (8mtgs)	16	16	16	3,018.72	16	4,000	16					3,120			10		1,996	9,116
3	Advisory Meeting Prep/Minutes (8mtgs)	16	8	16	2,429.20	8	2,000	24					4,680			12		2,395	9,075
4	Advisory Meetings (8mtgs)	24	8	16	3,079.12	16	4,000	16					3,120			10		1,996	9,116
5	GSA Notification	4		4	459.92	4	1,000	4		3			1,155	2,500		4		798	5,453
6	Website Development	4		4	459.92		-	2		2		10,000	10,640			10	25	4,786	15,426
7	Membership, Outreach Committee Mtgs				-		-						-			18		3,593	3,593
8	Outreach Plan Development				-		-						-			15	20	5,226	5,226
9	Grant Outreach to DWR				-		-	16	8				4,440		12	10	12	5,898	10,338
10	Admin, Fiscal Committee Mtgs (2)	4	4		619.72		-						-					-	-
11	Technical Committee Meetings for GSP (6)				-		-	24	24				8,640			18		3,593	12,233
12	GSP Development (3 Sections)				-		-	160	200	160	120		95,600			24		4,790	100,390
	Total Hours	100	52	88		60		286	232	165	120				12	143	57		
	Subtotal Budget	8124	3831.88	2969.12	14925	Legal Total=	15,000			Consultant Total =			136,075	2,500		Subconsultant Total =		37,467	191,042
	Contingency of 25% used	25%		Contingency =	3,731	Contingency =	3,750										Contingency =	47,761	
	Totals			**Support Services Total =**	**18,656**	**Legal Total =**	**18,750**										**Professional Services Total =**	**238,803**	