

**AGENDA  
GROUNDWATER BANKING JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

December 28, 2021

*Due to COVID-19 protocols, this meeting will be conducted as a teleconference pursuant to the provisions of the Ralph M. Brown Act. All parties/public may attend the meeting via teleconferencing and offer public comments by phone, using the call-in information below or digital internet access.*

Participation by members of the Board of Directors will be from remote locations. Public access and participation will only be available telephonically/electronically.

To virtually attend the meeting and to be able to view any presentations or additional materials provided at the meeting, please join online using the link and information below:

Via Web: <https://zoom.us/j/83815086560>  
Meeting Number (Access Code): 838 1508 6560  
Meeting Password: 982590  
Telephone Dial In: (669) 900-6833

*As courtesy to the other participants, please mute your phone when you are not speaking.*

**PLEASE NOTE:** Participants joining the meeting will be placed into the lobby when the Board enters closed session. Participants who remain in the “lobby” will automatically be returned to the open session of the Board once the closed session has concluded. Participants who join the meeting while the Board is in closed session will be placed in the waiting room. When the Board has returned to open session, the participants will be automatically added to the meeting.

**CALL TO ORDER**      10:30 a.m.

**ROLL CALL**              Directors Pierucci, Selvidge, Reinhart, Swan

Consider adoption of Resolution No. 2021-05– Authorizing AB 361  
Teleconference Meeting

**PUBLIC COMMENT  
NOTICE**

If you wish to address the Board of Directors on any item, please submit a request to speak via the “chat” feature available when joining the meeting virtually. Remarks are limited to three minutes per speaker on each subject. You may also submit a public comment in advance of the meeting by emailing [mmisuraca@rbwsd.com](mailto:mmisuraca@rbwsd.com) before 5:00 pm. on December 23, 2021.

**ALL VOTES SHALL BE TAKEN BY A ROLL CALL VOTE**

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**1. COMMUNICATIONS TO THE BOARD**

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- a) Written:
- b) Oral:

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**2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

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**3. CONSENT ITEMS**

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- a) Regular Meeting Minutes November 29, 2021

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**4. KERN FAN GROUNDWATER STORAGE PROJECT**

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- a) California Water Commission Update (Fiona)
- b) DWR Update (Fiona/Trent)

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**5. GENERAL MANAGER'S REPORT**

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- a) Consideration of Professional Services Agreement (Dan)

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**6. OTHER BUSINESS**

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Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, and make brief reports on his/her own activities. The Board or a Board member may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.

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**7. CLOSED SESSION**

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- a) CLOSED SESSION CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Pursuant to Government Code Section 54956.8:

*Property:* Parcels 103-270-07; 104-270-01,06; 104-260-09,15; 104-280-08,29,30,31,32,33,34,35; 104-260-08;104-270-28;104-291-07;104-240-31,22,30; 104-250-20,21; 104-280-01,02,07,19,24,25,27; 104-240-

18;104-292-09; 103-170-09,12,14,15 25-32; 160-010-66, 71; 104-280-18  
and possible others all in County of Kern

*Agency negotiators:* Dan Bartel

*Negotiating parties:* Various parties and Groundwater Banking Joint  
Powers Authority

*Under negotiation:* Price and Terms of Payment

- a) CLOSED SESSION – Conference with Legal Counsel - Pending  
Litigation Government Code Section 54956.9(d)(1)
  - a. City of Bakersfield .v. GBJPA et al. FCSC Case No.  
21CECG03341 (prior KCSC Case No. BCV-21-100221-GP)
  - b. KCWA v. GBJPA et al. FCSC Case No. 21CECG03341 (prior  
KCSC Case No. BCV-21-100223-GP)

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## 8. OPEN SESSION

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General Counsel may announce any reportable actions taken during Closed  
Session.

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## 9. ADJOURN

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Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the above-named Board in connection with a matter subject to discussion or consideration at an open meeting of the Board are available for public inspection by contacting Megan Misuraca at [mmisuraca@rrbwsd.com](mailto:mmisuraca@rrbwsd.com). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available to the public at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available electronically during the meeting.

Accommodations: Upon request, the Authority will provide for written agenda materials in appropriate alternative formats, and reasonable disability-related modification or accommodation to enable individuals with disabilities to participate in and provide comments at the meeting. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, or alternative format requested at least two days before the meeting. Requests should be emailed to [mmisuraca@rrbwsd.com](mailto:mmisuraca@rrbwsd.com). Requests made by mail must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

DECLARATION OF POSTING: I, Megan Misuraca, declare under penalty of perjury, that I am employed by the Rosedale-Rio Bravo Water Storage District and I posted the foregoing Agenda at the District Office on or before December 24, 2021. I, Kristine Swan, declare under penalty of perjury, that I am employed by the Irvine Ranch Water District and I posted the foregoing Agenda at the District Office on or before December 24, 2021.

December 28, 2021  
Prepared by: Fiona Sanchez/Doug  
Gosling  
Agenda Item: AFTER ROLL CALL

### BROWN ACT PROVISIONS

#### RESOLUTION PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDERS N-25-20, N-29-20 AND N-35-20, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR A THIRTY (30) DAY PERIOD PURSUANT TO BROWN ACT PROVISIONS

#### DISCUSSION:

On September 16, 2021, Governor Newsom signed Assembly Bill (“AB”) 361 into law. AB 361 is urgency legislation amending the Brown Act to allow legislative bodies of local agencies to meet remotely with relaxed teleconferencing requirements during declared emergencies under certain conditions.

AB 361 adds new procedures and clarifies the requirements for conducting remote meetings, including the following:

- **Public Comment Opportunities in Real Time:** A legislative body that meets remotely pursuant to AB 361 must allow members of the public to access the meeting via a call-in option or an internet-based service option, and the agenda for the remote meeting must provide an opportunity for members of the public to directly address the body in real time. A legislative body cannot require public comments to be submitted in advance of the meeting.
- **Periodic Findings:** To continue meeting remotely pursuant to AB 361, a legislative body must make periodic findings concerning the declared emergency and its effects. AB 361 will sunset on January 1, 2024.

The proposed resolution would make the findings required by AB 361 in order to provide for the GBJPA to make remote attendance available to its board members and the public if and to the extent needed.

#### RECOMMENDATION:

That the GBJPA approve Resolution 2021-05, proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and authorizing remote teleconference meetings for a thirty (30) day period pursuant to Brown Act provisions

FISCAL IMPACT: None.

**RESOLUTION NO. 2021-05**

**A RESOLUTION OF THE GROUNDWATER BANKING JOINT POWERS AUTHORITY (“AUTHORITY”) TO IMPLEMENT TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY BY EXECUTIVE ORDERS N-25-20, N-29-20 AND N-35-20, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR A THIRTY (30) DAY PERIOD PURSUANT TO BROWN ACT PROVISIONS.**

**WHEREAS**, THE GROUNDWATER BANKING JOINT POWERS AUTHORITY is committed to preserving and ensuring public access and participation in meetings of the Authority; and

**WHEREAS**, all meetings of the Authority legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Authority’s legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and

**WHEREAS**, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

**WHEREAS**, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

**NOW THEREFORE**, the Authority hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. The Board of Directors of the Authority finds, by a majority vote, the following:
  - a. That there exists a proclaimed state of emergency; and

b. State or local officials have imposed or recommended measures to promote social distancing.

3. The Authority is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.

4. That this Resolution shall take effect December 28, 2021 and shall remain in effect for thirty (30) days thereafter (until January 26, 2022), provided the conditions set forth in Section 2 remain.

**PASSED AND ADOPTED** by the Authority December 28, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Chair

ATTEST:

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Secretary

**BOARD OF DIRECTORS  
GROUNDWATER BANKING JOINT POWERS AUTHORITY  
MINUTES OF THE SPECIAL BOARD MEETING**

November 29, 2021  
8:30 A.M.

**Note:** This meeting provided member and public access by teleconference pursuant to and in conformance with provisions of the Brown Act and AB 361 relating to public meetings.

**DIRECTORS AND ALTERNATES PRESENT**

Roy Pierucci  
Jason Selvidge  
Peer Swan  
Doug Reinhart

**DIRECTORS ABSENT**

**OTHERS PRESENT**

Doug Gosling- JPA Legal Counsel  
Dan Bartel- RRBWSD  
Megan Misuraca- RRBWSD  
Cheryl Clary- IRWD  
Eileen Lin- IRWD  
Fiona Sanchez- IRWD  
Robert Jacobson- IRWD  
Paul Weghorst- IRWD  
Dan Raytis- RRBWSD  
Trent Taylor- RRBWSD  
Paul Cook- IRWD  
Sophia Phuong- IRWD

**CALL TO ORDER**

President Pierucci called the meeting to order at approximately 8:30 AM.

**PUBLIC COMMENT NOTICE**

There were no public comments.

**1. COMMUNICATIONS TO THE BOARD**

- a). Written: None
- b). Oral: None.

**2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

None.

**3. CONSENT ITEMS**

- a) Regular Meeting Minutes November 1, 2021  
A motion was made by Director Selvidge with a second by Director Swan to adopt the consent items. A roll call vote was taken and the motion unanimously passed.

**4. JPA ADMINISTRATIVE AND FINANCIAL REPORT**

- a) Consideration and Possible Action on Property Cash Call- Mr. Bartel briefed the Board on negotiations ongoing with target properties. A motion was made by Director Swan with a second by Director Selvidge to approve a property acquisition cash call in the amount of \$4,000,000 to be split evenly between the two entities. A roll call vote was taken and the motion unanimously passed.

**5. OTHER BUSINESS**

Ms. Misuraca noted that staff will be scheduling a special meeting for the end of December to review due-diligence documents on target properties.

**6. CLOSED SESSION**

At 8:40 a.m. Director Pierucci announced the Board would enter closed session. The Board reconvened to open session at 8:58 a.m.

**7. OPEN SESSION**

Mr. Gosling announced staff was directed on item 8a and on a motion by Director Selvidge with a second by Director Reinhart staff was directed to conclude escrow and acquisition of the certain Diamond Farms property and finalize a lease agreement between Diamond Farms, Inc. and the Groundwater Banking Joint Powers Authority related to the real property, personal property, and its conditions. A roll call vote was taken and the motion unanimously passed.

**8. ADJOURN**

Director Pierucci adjourned the meeting at 9:00 a.m.

ATTEST:

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Authority Secretary

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
GROUNDWATER BANKING JOINT POWERS AUTHORITY  
AND  
**ALLIANCE AG SERVICES, INC**

This AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made and entered into this 21<sup>st</sup> day of December, 2021, by and between GROUNDWATER BANKING JOINTPOWERS AUTHORITY, a California joint powers authority organized under Article 1, Chapter 5, Division 7, Title 1 of the California Government Code, hereinafter referred to as "GBJPA," and **ALLIANCE AG SERVICES, INC** hereinafter referred to as "CONSULTANT."

W I T N E S S E T H

WHEREAS, GBJPA requires the following technical or professional services of a consultant: Real Estate Consulting Services and Brokerage, to be rendered on the

**KERN FAN PROJECT**

as further described below; and,

WHEREAS, CONSULTANT represents that by virtue of its experience and training, it is qualified to perform the services required by GBJPA, and that it has available and will provide personnel and facilities necessary to accomplish the required services within the required time.

NOW, therefore, GBJPA and CONSULTANT agree as follows:

I. Definitions

- A. "Scope of Work" means those services described in the scope of work which is attached hereto as Exhibit A and incorporated herein by this reference, as modified by any Variances, and, except to the extent modified by Exhibit A and any Variances, in the Request For Proposal.
- B. "Project" means the Project identified in the first recital of this Agreement.
- C. "Compensation Schedule" means the fee and cost schedule which is attached hereto as Exhibit B and incorporated herein by this reference, as modified by any Variance.
- D. "Work" means all services to be provided by CONSULTANT pursuant to this Agreement.
- E. "Notice to Proceed" is defined in Section II.
- F. "Variance" means a Professional Services Variance executed and approved in the form of Exhibit C, which is attached hereto and incorporated herein by this reference, pursuant to Section VIII.

G. “Work Product” is defined in Section VI.

H. “Schedule” means the activity schedule set forth in the Request For Proposal, as modified by Exhibit A and any Variances.

I. “Request For Proposal” means the document, including any addenda and attachments thereto, used to solicit the proposal for the Work.

J. “Design Professional Services” means services related to the preparation of engineering or architectural drawings, construction documents and other design-related services required to be performed by or under the supervision of licensed professionals, as well as other services provided by or under the supervision of licensed professionals.

K. “Professional Services” means (1) services involving the provision of a report, study, plan, design, specification, document, program, advice, recommendation, analysis, review, opinion, inspection, investigation, audit, brokering or representation of GBJPA before or in dealings with another party, or (2) any other services which require a special skill or expertise of a professional, scientific or technical nature. Professional Services includes Design Professional Services.

## II. CONSULTANT’s Services; Authorization

CONSULTANT agrees to perform the services identified in the Scope of Work. CONSULTANT shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Work. GBJPA will pay applicable state or local fees necessary to obtain permits for the Project, unless otherwise provided in the Scope of Work.

Specific authorization to proceed with the Work shall be granted in writing by GBJPA. CONSULTANT shall not proceed with the Work unless it is authorized. If it is specified in the Scope of Work that the Work or a portion of the Work is to be performed in phases or tasks as authorized, CONSULTANT shall not proceed with any phase or task unless it is separately authorized. The authorization shall set forth the date of commencement of the Work, or phase or task of the Work (“Notice to Proceed”). CONSULTANT shall commence the Work, or phase or task of the Work, immediately upon receipt of the applicable written Notice to Proceed.

## III. Compensation

In return for performing the services described in the Scope of Work, GBJPA agrees to pay, and CONSULTANT agrees to accept, compensation in accordance with the Compensation Schedule. Unless otherwise specified in the Compensation Schedule, compensation shall be made on a time and materials basis. Compensation shall not exceed the amount authorized in the Notice to Proceed, except as approved under Section VIII: Change in Scope of Work.

CONSULTANT shall submit an invoice to GBJPA, on a monthly basis or less frequently, for the Work performed pursuant to this Agreement. Each invoice shall itemize the services rendered by task as set forth in the Scope of Work and the amount due in

accordance with the Compensation Schedule. Within fifteen (15) calendar days of receipt of each invoice, GBJPA shall notify CONSULTANT in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, GBJPA shall pay all undisputed amounts included on the invoice.

IV. Performance Standards

The standard of care for all Professional Services, including Design Professional Services, performed to execute the Work shall be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and locality of the Project. CONSULTANT makes no other warranty, either expressed or implied.

V. Integration; Amendment

This Agreement represents the entire understanding by and between GBJPA and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

VI. Documents

All original drawings, specifications, calculations, estimates, studies, reports, memoranda, records, reference material, data, charts, renderings, computations, compilations, submittals and any other documents developed or compiled for the Project, whether in the form of writing, figures, computer disks or other electronic format (“Work Product”), shall be and remain the property of GBJPA, without restriction upon their use or dissemination by GBJPA, with the exception of any intellectual property rights contained therein, owned or created by CONSULTANT prior to the effective date of this Agreement and/or created outside the scope of this Agreement. CONSULTANT may make and retain copies thereof for its records as desired, but no such items shall be the subject of a copyright application by CONSULTANT.

Reuse by GBJPA of Work Product for any project or purpose other than the Project shall be at GBJPA’s sole risk. Nothing in this paragraph shall constitute or be construed to be any representation by the CONSULTANT that the Work Product is suitable in any way for any project other than the Project.

All data, documents, discussion and other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without GBJPA’s prior written consent. GBJPA shall grant such consent if disclosure is legally required. Upon request, all GBJPA information shall be returned to GBJPA upon the termination or expiration of this Agreement. For this purpose, GBJPA confidential information shall not include (i) information that, at the time of disclosure by CONSULTANT, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by CONSULTANT; (ii) information that CONSULTANT can demonstrate was in its possession prior to receipt from GBJPA; (iii) information received by CONSULTANT from a third party who, to CONSULTANT’s knowledge and reasonable belief, did not acquire

such information on a confidential basis either directly or indirectly from GBJPA; or (iv) information CONSULTANT can demonstrate was independently developed by it or a third party or for it or a third party and that was not obtained, in whole or in part, from GBJPA.

CONSULTANT acknowledges that GBJPA is a public agency subject to the Public Records Act. Information that CONSULTANT desires to retain as confidential should not be disclosed to GBJPA unless expressly requested by GBJPA. If GBJPA receives a request to disclose information that was provided to GBJPA by CONSULTANT in the course of performing this Agreement and was designated by CONSULTANT as "confidential information," GBJPA will notify CONSULTANT of such request. If CONSULTANT objects to the disclosure, CONSULTANT shall expeditiously, at its sole expense, seek a court protective order to prevent such disclosure, and absent the granting of such an order, GBJPA shall release the information as required by applicable law.

#### VII. Performance and Schedule

Time is of the essence in the performance of this Agreement. CONSULTANT agrees to coordinate the Work to ensure its timely completion and shall promptly notify GBJPA of any anticipated delays or causes or casualties beyond the CONSULTANT's control which may affect the Schedule. In the event the time for completing the Scope of Work is projected to be exceeded due to circumstances beyond the control of CONSULTANT, CONSULTANT shall have an additional amount of time to be agreed upon in writing between the parties pursuant to Section VIII, in which to complete the Work. CONSULTANT agrees to complete the Work in accordance with the Schedule.

The time provided to CONSULTANT to complete the Work required by this Agreement shall not affect GBJPA's right to terminate this Agreement.

#### VIII. Change in Scope of Work

GBJPA may request or CONSULTANT may recommend, that CONSULTANT perform services in addition to or different from that delineated in the original Scope of Work, and may delete services from the Scope of Work, and/or change the Schedule. Upon GBJPA's request or CONSULTANT's recommendation for additional or changed work, CONSULTANT shall provide a cost estimate and written description of the additional or changed work. Prior to any such addition, change, or deletion to the Work or any Schedule change, including a Schedule change pursuant to Section VII, GBJPA and CONSULTANT shall negotiate an adjustment of compensation and time for completion and shall execute a Variance. Upon execution of each Variance, (i) the Scope of Work and Compensation Schedule shall thereafter be as described in Exhibits A and B, respectively, as modified by the Variance and any previously executed Variance, and (ii) the time for completing the Work shall be as set forth in the Variance. Following execution of any Variance, all terms and provisions of the Agreement, except as expressly modified by such Variance, shall remain in full force and effect, including, but not limited to, "Performance Standards" and "Insurance and Indemnification." GBJPA will not be required to pay for any additional or changed work rendered in advance of the execution of a Variance covering the additional or changed work.

IX. Termination or Abandonment

GBJPA has a right to terminate or abandon any portion or all of the Work for any reason by giving ten (10) calendar days written notice. In the event of termination, GBJPA shall have the right to take possession immediately of all Work Product developed for that portion of the Work completed and/or being abandoned, and CONSULTANT shall deliver such Work Product to GBJPA. GBJPA shall pay CONSULTANT for services for any portion of the Work being terminated which were rendered prior to termination. If said termination occurs prior to completion of any task of the Work for which a payment request has not been received, the fee for services performed during such task shall be based on an amount mutually agreed to by GBJPA and CONSULTANT for the portion of such task completed but not paid prior to said termination. GBJPA shall not be liable for any costs other than the fees or portions thereof which are specified herein.

X. Insurance

During the term of the Agreement, CONSULTANT shall carry, maintain and keep in full force insurance against claims for injuries or death or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts set forth as follows:

Comprehensive general liability insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

Business automobile liability insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident and aggregate.

Workers' compensation insurance as required by the laws of the State of California. This requirement may be waived by GBJPA upon certification by CONSULTANT that it has no employees or individuals who are defined as "employees" under the Labor Code.

If the Work includes design professional services, then in addition to the above-listed coverages, CONSULTANT shall carry, maintain and keep in full force professional liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) aggregate limits, throughout the term of this Agreement to cover claims caused by CONSULTANT's negligent acts, errors, or omissions of a professional nature.

Insurance coverages described above shall be afforded by insurance carriers that meet or exceed requirements for financial performance and security by having a Best's Key Guide rating of "A" or better; additionally, carriers shall have an assigned Financial Size Category of "VIII" or higher.

CONSULTANT shall provide evidence of insurance coverages on forms satisfactory to GBJPA, including endorsements providing that policies cannot be canceled or reduced except on thirty (30) calendar days written notice by the insurance carrier of cancellation or non-renewal (ten (10) calendar days notice for non-payment of premium). Industry standard forms for "certificate of insurance" from ACORD are accepted, provided that appropriate language regarding notice of non-renewal or cancellation is provided on the form. CONSULTANT shall provide proof that policies of insurance required herein expiring or terminated during the term of this Agreement have been renewed or replaced with other policies providing coverage meeting the requirements hereof. Such proof will be furnished at least fourteen (14) calendar days prior to the expiration or termination of the coverages. Any deductibles or self-insured retentions must be declared to and are subject to approval by GBJPA.

The general liability and automobile policies required by this Agreement shall contain an endorsement naming GBJPA and its directors, officers, agents, employees, volunteers, and other entities for which GBJPA directors are the governing body as additional insureds.

The general liability and automobile insurance provided by CONSULTANT shall be primary, and any insurance or self-insurance maintained by GBJPA shall be in excess of CONSULTANT's insurance and shall not contribute with it.

Insurance coverage required herein shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against GBJPA.

#### XI. Indemnification

Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the following paragraph of this Agreement.

CONSULTANT shall indemnify, defend and hold GBJPA and its directors, officers, agents, employees, and other entities for which GBJPA's directors are the governing body harmless from all damages, costs, liability claims, losses, judgments, penalties and expenses, including reasonable attorney's fees as a result of third party claims, to the proportionate extent arising out of or pertaining or relating to the negligent acts, errors or omissions, or recklessness or willful misconduct of CONSULTANT, its officers, agents or employees, or out of CONSULTANT's breach of its obligations in performing this Agreement.

#### XII. Attorney's Fees and Costs

In the event an action is commenced by a party to this Agreement against any other party or parties hereto to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all statutory costs plus expert witness fees, and a reasonable amount of attorney's fees. If GBJPA is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by CONSULTANT, then GBJPA shall be entitled to its expert fees, reasonable attorney's fees, and costs from CONSULTANT in that action.

XIII. Successors and Assigns

This agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

Any attempt by CONSULTANT to assign or otherwise transfer any interest in this Agreement without the prior written consent of GBJPA shall be void. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

GBJPA:  
c/o Rosedale Rio Bravo Water Storage District  
849 Allen Road  
Bakersfield, CA 93314  
Attn: \_\_\_\_\_

CONSULTANT:

Alliance Ag Services, Inc.  
5401 Business Park South, Suite 122  
Bakersfield, CA 93309  
Attn: Michael Ming

and shall be effective upon receipt thereof.

XIV. Project Organization

CONSULTANT proposes to assign Michael Ming as the Project Manager. The Project Manager shall not be removed from the Project or reassigned without prior approval of GBJPA.

Except as specifically identified in the Scope of Work, no subcontracting or subconsulting of any portion of the Scope of Work shall be made without prior approval of GBJPA, and any attempt to do so shall be void and have no effect.

In the performance of the Work, CONSULTANT shall assign only personnel, including its employees and its authorized subcontractors and subconsultants, who are qualified to perform the Work. If the quality of the Work of personnel assigned by CONSULTANT is unacceptable to GBJPA, CONSULTANT agrees to assign replacement personnel upon GBJPA's request.

CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Sections 1090 et seq. and 81000 et seq. of the California Government Code.

CONSULTANT is an independent contractor and not an agent or employee of GBJPA, and CONSULTANT shall have no authority to act as an agent of GBJPA or to enter into

any agreement for or on behalf of GBJPA. In performing this Agreement, the parties are not the agents, employees, partners, joint venturers or associates of one another. CONSULTANT shall determine the method, details and means of performing the services described in the Scope of Work.

XV. Miscellaneous

GBJPA shall have no obligation under this Agreement to any party other than CONSULTANT.

This Agreement shall be governed by the laws of the State of California. Any action regarding the interpretation or enforcement of this Agreement shall be filed in the County of Kern, California.

If the Work includes public work subject to the requirements of the California Labor Code, CONSULTANT shall comply with the requirements set forth in the attached addendum, which are incorporated herein by this reference, to the extent applicable to any of the Work.

XVI. Compliance with all Laws. CONSULTANT shall, at CONSULTANT's sole cost, comply with all of the requirements of Municipal, County, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all ordinances of the county and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation.

XVII. Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (a) such party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said party, (c) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

XVIII. Unauthorized Use of GBJPA's Name. Except as required by law or with the prior written consent of GBJPA and its members (which consent may be withheld in its sole and absolute discretion), CONSULTANT shall not use GBJPA's name, seal or logo on marketing materials, nor shall CONSULTANT state, imply or in any way represent to any third party that GBJPA has endorsed or approved CONSULTANT or any of its work, services or products.

XIX. Execution.

Electronic Signatures. CONSULTANT and GBJPA may execute this Agreement using an "electronic signature," as that term is defined in California Civil Code Section 1633.2, or a "digital signature," as defined by California Government Code Section 16.5. An electronic or a digital signature will have full legal effect and enforceability unless otherwise prohibited by GBJPA or by ordinance, rule, or statute. Nothing in this Section

requires GBJPA to use or accept the submission of any subsequent or related document containing an electronic or digital signature.

ALLIANCE AG SERVICES, INC.

By:  \_\_\_\_\_  
Michael Ming, Owner/Broker of Record

GROUNDWATER BANKING JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
GBJPA SIGNATORY NAME, TITLE

December 21, 2021

Groundwater Banking JPA  
Dan Bartel, General Manager  
849 Allen Road  
Bakersfield, CA 93314

Re: Groundwater Banking JPA

Dear Mr. Bartel,

This proposal is specific to the Groundwater Banking JPA Project and defines the scope of work and compensation as a consultant for the District. Alliance Ag Services, Inc. (AAS) will work as your exclusive broker diligently and confidentially on your behalf.

#### Phase One- Due Diligence

##### Scope of Work

- Work with staff to identify prospective target properties for acquisition without cost to JPA.
- Provide all information available through AAS data points and other data points without cost to JPA.
- Contact the identified property owners to ascertain their willingness to allow the JPA to make offer to purchase property.

#### Phase Two- Offering

##### Scope of Work

- If property owner is agreeable then prepare Letter of Intent.
- Negotiate on the JPA's behalf.

#### Phase Three- PSA and Escrow

##### Scope of Work

- Coordinate PSA between JPA and Seller's legal counsel.
- Open escrow with approved Title and Escrow Company.
- Work with JPA and Seller on Due Diligence.
- Work with JPA Legal, Title and Escrow to provide for closing.

Compensation

- All AAS work related to JPA direction will culminate in a fee of \$35,000 per transaction closing.

As always, it is a pleasure providing services to the District. You may contact me if you have any questions about my opinion expressed above.

Very truly yours,

Michael Ming  
Broker of Record  
Cal DRE # 00951819

**ACKNOWLEDGE AND ACCEPTANCE  
GROUNDWATER BANKING JPA**

By: \_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_

DATE: \_\_\_\_\_

**BROKER**  
**ALLIANCE AG SERVICES, Inc.**  
CalDRE #002103139

By: \_\_\_\_\_  
MICHAEL MING, BROKER OF RECORD  
CalDRE #951819

DATE: \_\_\_\_\_

5401 Business Park South  
Suite 122  
Bakersfield, CA 93309