



NEWS RELEASE

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FOR IMMEDIATE RELEASE

Kaweah River Area Agencies Retain Locally Directed Groundwater Management After Years Fighting a Possible State Takeover, State Water Board Unanimous Vote Decides

Tulare County, Calif. — The State Water Resources Control Board (State Water Board) unanimously adopted a resolution at its December 2nd board meeting to return three Kaweah River area groundwater agencies to Department of Water Resources (DWR) oversight, effectively retaining local control over groundwater management.

The Kaweah Subbasin, a groundwater basin within Tulare County comprised of the East Kaweah, Greater Kaweah, and Mid-Kaweah groundwater sustainability agencies (GSAs), have been trying to avoid the possibility of State Water Board takeover in the region since March 2023. DWR determined then that the agencies' plans to achieve sustainable groundwater conditions by 2040 did not meet the standards of California's landmark 2014 water law – Sustainable Groundwater Management Act (SGMA).

“This decision is significant,” stated the three GSA managers. **“It keeps decisions about groundwater management under SGMA with local leadership rather than giving over control to the state to directly regulate the groundwater users in our region.”**

SGMA empowers local agencies to achieve sustainable groundwater, but the State Water Board is the backstop – it can intervene to regulate groundwater directly by putting the subbasin on “probation” if DWR determines local agencies are not on track.

Since DWR's March 2023 determination, the Kaweah Subbasin agencies have remained in limbo awaiting a ruling from the State Water Board on whether it would officially enter probationary status.

During that time, the three agencies have worked intensely — both collaboratively and transparently — to address the issues identified by DWR and respond to the State Water Board’s additional direction.

“The progress we have made would not have been possible without the hard work and commitment of our Boards, advisory committee members, technical teams and the many landowners who invested significant time and energy into this process,” the GSA managers expressed in a joint statement. **“Their dedication reinforces the shared commitment to achieving a sustainable groundwater future for the Kaweah Subbasin.”**

These stakeholder groups supported the development of improved groundwater management strategies included in revised Groundwater Sustainability Plans resubmitted to the State for review in 2024 that ultimately resulted in the State Water Board’s December 2nd decision.

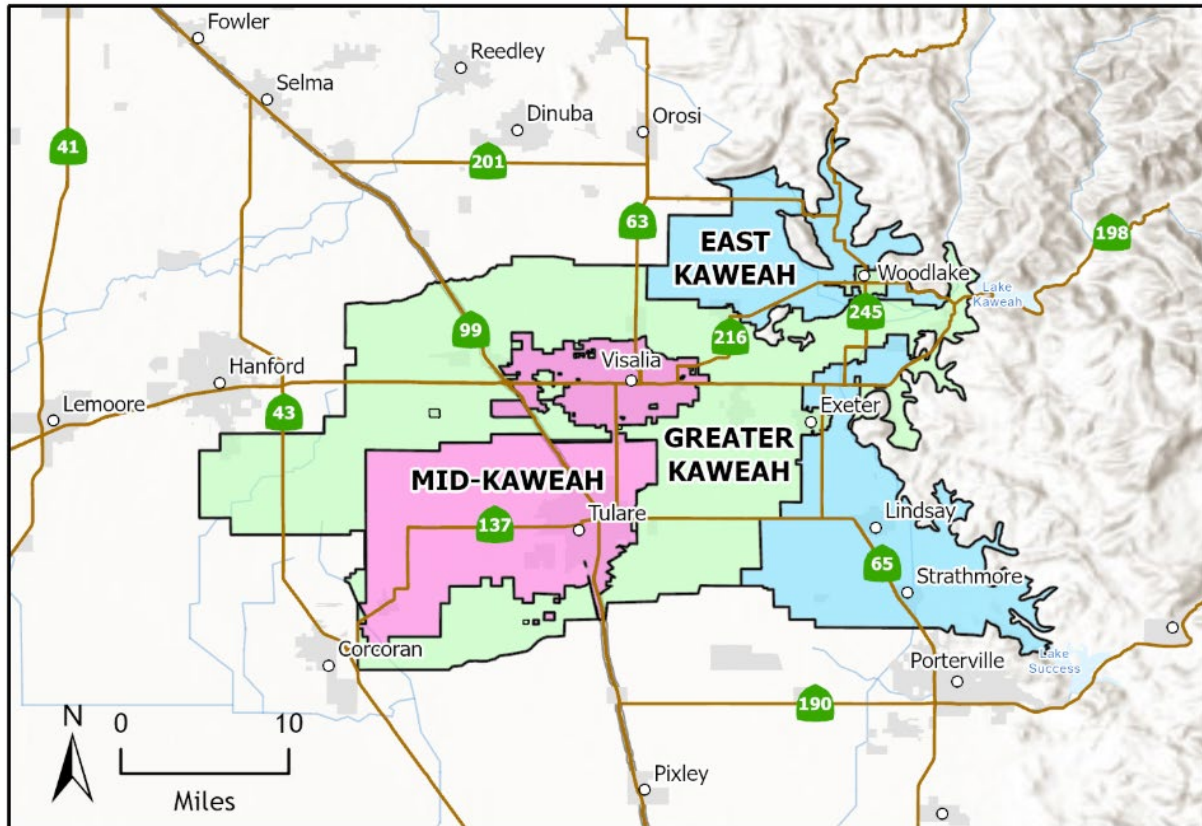
GSA managers Michael Hagman, Mark Larsen, and Aaron Fukuda also jointly expressed their gratitude for the State Water Board’s partnership and recommendation to transition to DWR.

“We are grateful for the partnership and professionalism demonstrated by the State Water Board staff throughout this period,” stated the managers. “Their constructive engagement, responsiveness, and guidance throughout this process was critical to getting approvable plans together,” the managers stated.

The agencies recognize the significance of the State Water Board’s decision and remain committed to continued coordination with DWR to ensure long-term groundwater sustainability for the region.

With oversight of the Subbasin’s sustainability progress returning to DWR, the three Kaweah Subbasin GSAs will continue implementing their Plans, refining data and monitoring practices, and coordinating closely to ensure SGMA compliance. The agencies will also maintain open communication with stakeholders and the public as progress continues.

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The Mid-Kaweah GSA, East Kaweah GSA, and Greater Kaweah GSA collectively manage groundwater planning and sustainability implementation for the Kaweah Subbasin under SGMA. Together, the agencies represent cities, water districts, irrigation districts, and agricultural and rural communities across Tulare and Kings Counties.



MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS HELD NOVEMBER 10, 2025

At approximately 1:00 p.m. on November 10, 2025, at GKGSA, 227 N. West Street, Visalia, California, Chairman Chris Tantau of the Greater Kaweah GSA called to order a meeting of the Board of Directors of the Greater Kaweah Groundwater Sustainability Agency Joint Powers Authority (“GKGSA”).

Directors	Chris Tantau Pete Vander Poel Dennis Mills (alt) Eric Shannon Joe Cardoza	Paul Nunez (alt) Jared De Groot Shawn Corley (alt) Paul Boyer
Directors Absent:	Brian Watte Clinton Church Stephen Johnson	Andrew Brazil David Van Groningen
Also Present:	Mark Larsen Jaclyn Warwick Andrew Hart Shane Smith Don Tucker Gene Kilgore Rhett Anderson Bob Dofflemyer Mark Hoffman Scott Rogers	

PUBLIC COMMENT:

Chairman Tantau opened the meeting for public comment.

CORRESPONDENCE AND ANNOUNCEMENTS:

Miscellaneous Items

General Manager Larsen reported on the State of the Subbasin event and the Delta View annual meeting.

Director Tantau announced that a technical workshop will be held on December 4, 2025 at 10:00 to 12:00 p.m. to explain Native Supply, its source and allocation methods. Don Tucker from 4Creeks will be presenting. GSA REPORTS AND COMMITTEE DISCUSSION:

*(*all reports are located in the agenda packet.)*

Water Forum Update

General Manager Larsen provided a report.

Committees and Activities

Technical Advisory Committee

October 16, 2025- Summary

General Manager Larsen advised that the TAC met on October 16, 2025. A copy of the summary is attached as Agenda Item #4b.i(1), and incorporated by reference.

Next Meeting Scheduled for November Canceled

General Manager Larsen advised that the next Technical Advisory Meeting scheduled for November will be canceled.

Combined Rural Communities & Stakeholder Committees

October 27, 2025 – Summary

General Manager Larsen advised that the Combined Rural Communities & Stakeholder Committees met on October 27, 2025. A copy of the summary is attached as Agenda Item #4b.ii(1), and incorporated by reference.

Next Meeting Scheduled for November Canceled

General Manager Larsen advised that the next meeting of the Combined Committees scheduled for November will be canceled.

Kaweah Subbasin Management

Grants Status

General Manager Larsen provided a status report on the MLRP application process.

LandIQ/Water Dashboard Status

General Manager Larsen had no report.

MLRP Development Funding Availability Application

General Manager Larsen had no report.

State of the Subbasin Overview

General Manager Larsen provided a report.

CONSENT CALENDAR:

Consider Approval of Minutes for the October 13, 2025, Board Meeting

General Manager Larsen referred the Board to Agenda Item #5a, a copy of the October 13, 2025, minutes, which are attached hereto and incorporated by reference.

Director Shannon moved and Alternative Director Mills seconded to approve the October 13, 2025, minutes. The Board unanimously approved the motion.

FINANCIAL

Consider Approval of 2026 Annual Budget

General Manager Larsen provided a report. Attached hereto and incorporated by reference as Agenda Item #6a is a copy of the 2026 Annual Budget.

Consider Approval of 2026 Annual Reserves Budget

General Manager Larsen provided a report. Attached hereto and incorporated by reference as Agenda Item #6b is a copy of the 2026 Annual Reserves Budget.

Director Shannon moved and Director Vander Poel seconded to approve the 2026 Annual Budget and the 2026 Annual Reserves Budget. The Board unanimously approved the motion.

DASHBOARD GROUNDWATER INVOICING

Status Report on 2023 Water Year

Tier One and Tier Two Penalty Enforcement Update

General Manager Larsen reported on the Tier One and Tier Two Penalty Enforcement.

Discussion ensued.

Status Report On 2024 Water Year

Chairman Tantau reported that GKGSA will begin enforcement for unpaid charges accrued in Water Year 2024 in January of 2026.

Discussion ensued.

LAND IQ ET:

Discussion of Daily Irrigation Management Tool Proposal

General Manager Larsen provided a report.

Discussion ensued. Consensus was reached to put an action item on December's Agenda to implement the Daily Irrigation Management Tool for a period of one year to gauge effectiveness and demand.

Public comment from Mark Hoffman.

GREATER RULES AND REGULATIONS

Transfer Policy Status Report

General Manager Larsen provided a report.

Confirm Transfer Policy Position

General Manager Larsen provided a report.

Consider Approval of Fourth Amended Rules and Regulations

Based on Board approval last month, a copy of the finalized Fourth Amended Rules and Regulations is posted on the website.

GREATER MITIGATION PLAN

Status Report

General Manager Larsen provided a report.

Consider Basin Lease Agreement with Lisa Ann Cardoza – Upgradient Recharge to Benefit Hypericum

General Manager Larsen provided a report. Attached hereto and incorporated by reference as Agenda Item #10b is a copy of the Basin Lease Agreement with Lisa Ann Cardoza – Upgradient Recharge to Benefit Hypericum.

Discussion ensued.

Director Shannon moved and Director Cardoza seconded to approve the Basin Lease Agreement with Lisa Ann Cardoza – Upgradient Recharge to Benefit Hypericum, as amended as directed by the Board. The Board unanimously approved the motion.

Haul Water Supply and Access Site Update

General Manager Larsen provided a status report.

Consider Approval of Current Pilot – Dry Well Mitigation Claim(s)

Don Tucker, 4Creeks, provided a status report. Work and data collection is ongoing. Claims are not ready for Board action.

Public comment was made by Rhett Anderson, from Self-Help Enterprises.

GREATER KAWEAH LAND FOLLOWING PROGRAM

Status Report

General Manager Larsen and Sierra Rodriguez provided a report.

GREATER KAWEAH MONITORING WELL NETWORK

Status Report

General Manager Larsen provided a report.

Update from Thomas Harder & Company on Priority Monitoring Well Locations

Tom Harder from Thomas Harder and Company provided an update.

KAWEAH SUBBASIN GROUNDWATER SUSTAINABILITY PLANS (GSPs)

Status Report

General Manager Larsen reported that SWRCB sent a letter indicating an intent to transfer review of the Subbasin GSPs back to DWR. The SWRCB's letter further made six recommendations, which are being addressed by staff and consultants. General Manager Larsen will be attending a meeting with SWRCB on December 2, 2025 in Sacramento, California.

Update on Core Team activity

General Manager Larsen provided a report on the following core team activity:

- Water quality. Work continues on replacing wells and RMS sites.
- Interconnected surface waters. Some transducers have been installed on existing wells.
- Land subsidence. The team is still digesting the BMPs by DWR.
- Regional strategy. RMS map is still proceeding.
- Mitigation core team. The subbasin continues to coordinate.
- Well inventory. Continue to locate wells via satellite and visual inspections.

Discussion ensued.

NEXT MEETING DATE

Scheduled Meeting December 8, 2025 at 1:00 p.m.

Chairman Tantau announced that the next regular meeting of the Groundwater Sustainability Agency will commence on Monday, December 8, 2025, at 1:00 p.m.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

[Government Code Section 54956.9(d)(2)]

Number of Potential Cases: Two

The Board of Directors, while in closed session pursuant to Government Code Section 54956.9(d)(2), met with legal counsel regarding two potential items of anticipated litigation.

CLOSED SESSION ITEMS

Report Action Taken in Closed Session Required by Government Code 54957.1

The Board of Directors returned to open session. Chairman Tantau advised that there was no reportable action.

ADJOURNMENT

As there was no further business to come before the Board of Directors, the meeting was concluded.

Mark Larsen, Secretary

LAND IQ, LLC

CLIENT SERVICES AGREEMENT

This **CLIENT SERVICES AGREEMENT** (the “**Agreement**”) is made and entered into effective as of **November 26, 2025**, by and between **Land IQ, LLC**, a California limited liability company, (“**Land IQ**”), and **Greater Kaweah Groundwater Sustainability Agency**, a joint powers authority (“**Client**”).

WHEREAS, Land IQ is engaged in the business of providing services to its clients that involve, among other services, technical consultation, research, and performance of analyses related to soil, landscape, remotely sensed imagery, water, air, and crop production data, hydrological modeling, ecological systems, agriculture, water quality and supply management, irrigation, plant water use, geospatial analysis, environmental regulatory compliance, and legal support.

WHEREAS, Client desires to engage Land IQ to perform certain Designated Services (defined below), and Land IQ desires to perform such Designated Services, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises in this Agreement, and all other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Designated Services

Client hereby engages Land IQ, and Land IQ hereby accepts such engagement, at all times during the Term (as hereinafter defined), to provide those services to Client described on the Statements of Work entered into and attached hereto from time to time by the parties, each of which Statement of Work shall relate to a specific project, shall be substantially in the form of **Exhibit A**, and shall be attached hereto and incorporated into this Agreement at the time such Statement of Work is agreed upon by the parties hereto (collectively, the “**Designated Services**”). Each such Statement of Work shall also set forth the Designated Services that shall be performed by Land IQ and may include descriptions of deliverable items (“**Deliverables**”), deliverable schedules, acceptance criteria, and other payment schedules. Although approved at project initiation, the Designated Services and any limitations on charges may be modified from time to time as agreed to in writing by the parties, for the applicable Statement of Work.

2. Compensation and Billing

In consideration of the performance of the Designated Services described in each Statement of Work, Client shall pay to Land IQ compensation in the form of professional fees at the rates or in the amounts and at the times set forth on such Statement of Work. Professional fees shall be charged either on a time and materials basis, unit cost basis, or on a fixed fee basis, depending upon the terms of each applicable Statement of Work.

If the Designated Services are performed on a time and materials basis, or if specifically agreed in the Statement of Work, Client shall reimburse Land IQ for (i) items of property; (ii) materials; and (iii) and out-of-pocket expenses, costs, and disbursements set forth on such Statement of Work. Land IQ agrees to provide Client with access to such original receipts, ledgers, and other records as may be reasonably appropriate for Client or its accountants to verify the amount and nature of any such (i) items of property; (ii) materials; or (iii) expenses, costs, and disbursements. If the Designated Services are performed on a time and materials basis, or if specifically agreed in the Statement of Work, Client shall pay all applicable sales and other similar taxes, if any, based upon the Designated Services.

Notwithstanding the above, the compensation to be paid to Land IQ in connection with the performance of the Designated Services is subject to modification by the parties hereto in connection with any written modifications to the Designated Services hereunder, as provided in Section 1 above.

Land IQ shall invoice Client for amounts due from the performance of the Designated Services on a monthly basis except as otherwise agreed upon in a Statement of Work, and Client shall pay all invoiced amounts within thirty (30) days after the date of the applicable invoice unless other arrangements are made in advance. All unpaid invoices shall accrue interest at the rate of one and one-half percent (1.5%) per month to the extent that they are not paid by the end of such thirty (30) day period. Any payment will be applied first to accrued interest, then to accrued late charges and then to any remaining

balance. Client shall also be responsible for all costs and attorneys' fees incurred by Land IQ in collecting delinquent amounts.

3. Termination/Suspension of Services

The term of this Agreement (the "**Term**") shall begin on the date hereof, and shall continue until terminated pursuant to the terms hereof.

Either party shall have the right to terminate this Agreement for any reason whatsoever upon thirty (30) days' prior written notice thereof to the other party. Furthermore, either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party if such other party breaches any of the terms of this Agreement or fails to perform or observe any of its obligations hereunder (a "**Breach**"), and such Breach is not cured within a period of ten (10) days after the receipt by the breaching party of written notice of such Breach specifying the nature of the Breach. In addition, Land IQ may suspend the performance of the Designated Services upon ten (10) days' prior written notice to Client if timely payment of invoices is not made.

Upon termination of this Agreement for any reason, Client shall pay to Land IQ all earned but unpaid professional fees and other amounts hereunder, and all reimbursable but unreimbursed expenses, costs, and disbursements described in the Statement of Work. Land IQ shall deliver to Client, upon termination of this Agreement, any (i) items of property; (ii) materials; and (iii) items of property and materials purchased through out-of-pocket costs, expenses, or disbursements for which Land IQ claims any right to reimbursement

Upon termination of this Agreement for any reason, Land IQ shall promptly return to Client copies of all Deliverables completed at time of termination, as described in the subject Statements of Work, except for one (1) copy, which Land IQ shall be entitled to keep. If the "Deliverables" described in the Statement of Work contain any Confidential Information (defined below) data furnished by Client to Land IQ, Land IQ shall not be entitled to keep any copies of such data, and Land IQ shall certify in writing that it has destroyed any physical copies of such data and electronically purged any such data from its computer systems. Furthermore, upon termination of this Agreement for any reason, Client shall promptly return to Land IQ copies of all physical or electronic embodiments of all Tools and Rights (defined below), including—except for the Deliverables or as may be contained in the Deliverables—all materials incorporating the proprietary information of Land IQ, and Client shall not retain any such copies. Finally, notwithstanding any provision of this Agreement to the contrary, the terms and provisions of Sections 3, 5, 6, 9-13, and 16-28 shall survive any termination of this Agreement.

4. Delays and Force Majeure

Land IQ shall not be liable for delays in the performance of, or failures to perform, Designated Services caused by not reasonably foreseeable circumstances beyond its reasonable control, including without limitation, acts of God or the public enemy; acts and/or omissions of federal, state and local government authorities and regulatory actions; strikes, lockouts, and other labor disputes not caused by Land IQ; riots; civil unrest; war; accidents not caused by Land IQ; fires, floods, pandemics, or unusually severe weather not reasonably foreseeable and not caused by Land IQ; Client's failure to furnish necessary information; sabotage by Client or a third party; failures or delays in transportation or communication by Client; failures or substitutions of equipment caused by Client; embargos; and not reasonably foreseeable shortages of fuel, raw materials, or equipment. For delays resulting from unreasonable actions or inactions of Client or its representatives, Land IQ shall be given an appropriate time extension and shall be compensated for all additional costs of labor, equipment, and other direct costs Land IQ incurs during any delay or interruption of services. Delays of more than ninety (90) days shall, at the option of either party, make this Agreement subject to termination.

Client recognizes that delays relating to the processing of permit applications or approval of permits are beyond the control of Land IQ. Land IQ makes no warranties and Client waives any claims against Land IQ relating to the timeliness of approvals or the success of permit applications prepared under this Agreement.

5. Ownership of Materials

Unless otherwise expressly agreed upon in a particular Statement of Work or Product License Agreement, Client is and shall be the owner of all final documents, maps, and other written communications, generated by Land IQ in the

performance of the Designated Services and identified as being Deliverables. Notwithstanding any other provisions of this Agreement or applicable License Agreements, Client may use, distribute, and submit such Deliverables without limitation. Distribution of any Deliverables by the Client to third parties may be limited by the terms of a License Agreement as negotiated by both parties. Where there are discrepancies between this Agreement and the Product License Agreement the more limiting terms apply.

Notwithstanding any provision of this Agreement to the contrary, except for the Deliverables, Land IQ shall retain and be the sole owner of all right, title, and interest in and to all of the (a) ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, data, processes, routines, and technologies created, adapted, or used by Land IQ in its business generally, irrespective of whether possessed by Land IQ prior to, or acquired, developed, or refined by Land IQ (either independently or in concert with Client) during the course of, or the performance of, the Designated Services; (b) information, programming, software, documentation, data compilations, reports, and any other media, working notes, drawings, designs, specifications, materials, or other objects produced as a result of Land IQ's performance of the Designated Services; and (c) applicable rights to patents, copyrights, trademarks, service marks, trade secrets, and other intellectual property rights inherent therein and appurtenant thereto (collectively, the "**Tools and Rights**"). Client shall have no interest in or claim to the Tools and Rights. Land IQ reserves its right to use the Tools and Rights in providing services to any persons or entities in the future.

Except for the Deliverables or as may be contained in the Deliverables, use by Client or third parties of any Tools and Rights without the written permission of Land IQ, is prohibited, and Client shall defend, indemnify and hold Land IQ harmless from all losses, claims, damages, and expenses, including reasonable attorneys' fees and costs, incurred by Land IQ and arising out of such unauthorized use. Further, Client shall reasonably compensate Land IQ for violation of any copyright, patent, or other intellectual property rights occasioned by such unauthorized use.

The parties agree to execute other instruments, give further assurances, and perform acts which are or may become necessary or appropriate to effectuate and carry out the provisions of this Section 5.

6. Right of Inspection and Audit

If Land IQ's professional service fees for any particular Designated Services are charged on a time and materials basis, Client may at its sole cost and expense, during the Term and for six (6) months after its completion, have reasonable access upon reasonable notice and during normal business hours to all pertinent Land IQ records and accounts relating to such charges. Client shall reimburse Land IQ for all personnel, materials, and copying costs incurred by Land IQ for any such Client inspection and audit.

7. Assignments and Subcontractors

Except as otherwise provided in this Agreement, neither Client nor Land IQ shall assign or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, Land IQ may subcontract the performance of those Designated Services which are ordinarily or customarily provided by others or which are necessary to prevent or minimize danger to persons, property, or equipment, subject to the prior written consent of Client, which consent shall not be unreasonably withheld or delayed.

8. Independent Contractor Status

It is agreed that Land IQ shall act as an independent contractor with respect to the performance of the Designated Services hereunder, and not as an employee, agent, or representative of Client. To that end, the parties hereby acknowledge and agree that Client shall have no right to control the manner, means, or methods by which Land IQ performs the Designated Services hereunder. Rather, Client shall be entitled only to direct Land IQ with respect to the elements of the Designated Services to be performed by Land IQ and the results to be derived by Client, to inform Land IQ as to where and when such Designated Services shall be performed, and to review and assess the performance of such Designated Services by Land IQ for the limited purposes of assuring that such Designated Services have been performed and confirming that such results were satisfactory. Land IQ agrees to pay all income taxes due on amounts paid to it under this Agreement, and further agrees that is solely responsible for timely remittance to appropriate authorities of all federal, state, and local income taxes and charges incident to the payment of compensation for goods and services and to the operation of Land IQ's business.

Land IQ shall not undertake to perform any regulatory or contractual obligation of Client or to assume any responsibility for Client's business or operations.

9. Insurance

During the Term, Land IQ agrees to maintain statutory workers' compensation insurance in the amount required by law, and employer's liability, professional, commercial general, and automobile liability insurance in the amount of at least One Million Dollars (\$1,000,000) each. Copies of certificates of insurance shall be issued upon request.

10. Standard of Care

Land IQ agrees to perform the Designated Services pursuant to the terms of this Agreement and in material compliance with all applicable laws, rules, and regulations of government authorities. Although Land IQ believes that the Designated Services shall provide the desired benefits sought by Client, the nature of our work involves natural and managed systems that contain inherent variability. Land IQ cannot give any warranty or guaranty with respect thereto, and specifically LAND IQ MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, WITH RESPECT TO THE DESIGNATED SERVICES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Client agrees to provide Land IQ with prompt written notice of any defect or suspected defect in the Designated Services.

11. Limitation of Liability

- A. In no event shall the Land IQ Indemnitees (defined below) be liable to Client or to any other person or entity for any indirect, special, or consequential damages, or lost profits, arising out of or related to this Agreement, the breach thereof, or the performance of the Designated Services.
- B. Except for earned but unpaid professional fees and other amounts hereunder, and reimbursable but unreimbursed expenses, costs, and disbursements described in the Statement of Work, in no event shall the Client Indemnitees (defined below) be liable to Land IQ or to any other person or entity for any indirect, special, or consequential damages, or lost profits, arising out of or related to this Agreement, the breach thereof, of the performance of the Designated Services.
- C. Client acknowledges and agrees that Land IQ shall have no liability to Client with respect to the quality or condition of any data, media, or other materials provided by Client to Land IQ as part of Land IQ's performance of the Designated Services. For example, if such data contains a virus, bug, or other defect, Land IQ shall not be responsible for any such matters or for any costs or expenses necessary to correct same. Furthermore, Client acknowledges and agrees that Client shall be solely responsible for Client's data, media, and materials while they are in transit to or from Land IQ. Land IQ shall not be held responsible for errors introduced within Land IQ's software or any other software that result from databases or database interfaces that have been developed by parties other than Land IQ.

Notwithstanding any other provision herein, (a) the collective liability of the Land IQ Indemnitees to Client Indemnitees shall be limited to injuries or losses caused during the Term by the gross negligence or willful misconduct of Land IQ, and (b) in no event shall the Land IQ Indemnitees' aggregate liability to Client exceed the lesser of (1) the total amount of professional service fees paid to Land IQ hereunder by Client with respect to the Statement of Work in dispute, and (2) Five Hundred Thousand Dollars (\$500,000), unless such actual or alleged losses arise directly or indirectly from Professional errors or omissions, in which event the Five Hundred Thousand Dollar (\$500,000) amount shall be increased to One Million Dollars (\$1,000,000).

12. Indemnity

- A. To the maximum extent permitted by law, Client shall defend, indemnify and hold harmless Land IQ, its members, managers, officers, directors, and employees (collectively, the "**Land IQ Indemnitees**"), from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties, and assessments incurred or sustained by the Land IQ Indemnitees, or any of them, on account of (a) any personal injury, death, or damage to or loss of property in any manner related to the management, conduct, or operation of

Client's business; (b) the gross negligence or willful misconduct of Client in the performance of its obligations under this Agreement; and/or (c) the failure of Client to comply with all of its obligations under this Agreement.

- B. To the maximum extent permitted by law, but subject to the limitations described in Sections 4, 11 and this Section 12, Land IQ shall defend, indemnify and hold harmless Client, its officers, directors, managers, and employees (collectively, the "**Client Indemnitees**"), from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties, and assessments incurred or sustained by Client Indemnitees on account of (a) any personal injury, death, or damage to or loss of property in any manner related to the performance of the Designated Services; (b) the gross negligence or willful misconduct of Land IQ in the performance of its obligations under this Agreement; and/or (c) the failure of Land IQ to comply with all of its obligations under this Agreement, provided, however, that the maximum aggregate liability of Land IQ shall not exceed the policy limit of Land IQ's applicable insurance policy.

13. Confidentiality

Each party hereto acknowledges that, in connection with this Agreement, such party (the "**Disclosee**") might be making use of, acquiring, or adding to, the Confidential Information of the other party (the "**Discloser**"). For purposes of this Agreement, "**Confidential Information**" shall mean (i) the confidential and proprietary information of the Discloser which is of a special and confidential nature and has tangible or intangible value and which includes, but is not limited to, the following: (1) information related to the suppliers, customers, and prospective suppliers and customers of the Discloser, (2) information concerning or related to the business of the Discloser that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons or entities revealing or disclosing same to such competitors, and (3) "trade secrets", as that term is defined in California Civil Code Section 3426.1, as amended from time to time, or such other applicable state law, statute, or code ("**Trade Secrets**"); (ii) the confidential and proprietary information of any other person or entity that the Discloser is obligated to maintain or hold as confidential; and (iii) any and all oral or written analyses, notes, compilations, studies, interpretations, extracts, or summaries which contain, reflect, or are based upon, in whole or in part, any of the confidential and proprietary information described in items (i) or (ii) as well as all photo, electronic, or other copies or reproductions, in whole or in part, of any of the foregoing, stored in whatever medium (including electronic or magnetic); provided however, that Confidential Information shall not include any information that: (A) was generally known or available to Disclosee or the public (other than by reason of any violation by the Disclosee or any other person or entity of any written or other obligation of confidence) at the time of the disclosure to the Disclosee by the Discloser or any of its agents or representatives, or (B) became generally known or available to Disclosee or the public (other than by reason of any violation by the Disclosee or any other person or entity of any written or other obligation of confidence) after the time of disclosure to the Disclosee by the Discloser or any of its agents or representatives other than by means of disclosure by the Discloser. Each Disclosee acknowledges that the Confidential Information has been and shall continue to be of central importance to the business of the Discloser, and that disclosure of it to, or its use by, others could cause substantial loss to the Discloser. Each Disclosee agrees that, at all times during the Term and (a) with respect to all Trade Secrets, for so long thereafter as such Trade Secrets continue to constitute Trade Secrets (or for a period of five (5) years after the Term, whichever is longer); and (b) with respect to all Confidential Information not constituting Trade Secrets, for a period of five (5) years after the Term, the Disclosee shall not, directly or indirectly, use, divulge, or disclose to any person or entity, other than those persons or entities employed or engaged by the Disclosee who or which are authorized to receive such information, any of the Confidential Information which was obtained by the Disclosee as a result of the performance of this Agreement, and the Disclosee shall hold all of the Confidential Information confidential and inviolate and shall not use the Confidential Information against the best interests of the Discloser. Notwithstanding any provision of this Section to the contrary, the obligations of the parties set forth in this Section shall not in any manner be construed to limit or adversely affect the exercise of the rights and privileges of Section 5 above, and in the event of any conflict between the terms of this Section 13 and the terms of Section 5, the terms of Section 5 shall govern and control.

In the event that either party is requested or required (by oral questions, interrogatories, public records act request, requests for information or documents in legal proceedings, by subpoena, by civil, administrative, or criminal investigative demand, or other similar process, or by any law, rule, or regulation of any governmental agency or regulatory authority) to disclose any Confidential Information, such party shall provide the other party with prompt written notice of any such request or requirement so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with this Section 13. If, in the absence of a protective order or other remedy or the receipt of a waiver, one party is legally

compelled to disclose Confidential Information, such party may, without liability hereunder, disclose such Confidential Information as is legally required to be disclosed, provided that such party shall cooperate with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information required to be disclosed.

14. Right of Entry and Property Responsibility

During the Term, Client shall grant or cause to be granted to Land IQ, its assignees, and its authorized subcontractors, at Client's expense, free access to any property affiliated with the Designated Services (a "Site"). Client shall notify the owners and possessors of such Site, whether they are lawfully or unlawfully in possession, that Client has granted such free access to such Site. Client shall secure permission and any permits necessary to allow Land IQ, its assignees, and its authorized subcontractors free access to such Site at no charge to such parties unless otherwise specifically agreed to in writing. Land IQ shall not assume control of or responsibility for the property itself or the safety of persons not in Land IQ's employ.

15. Site Uncertainties

In soil, landscape, land use, water, and other scientific investigations, actual conditions may vary materially from those noted at test points, sample intervals, or by remote analyses. Because of the inherent uncertainties, changed or unanticipated conditions may arise during subsequent activities at any Site that could potentially affect project scope and cost. Because of these inherent uncertainties, Land IQ's reports and opinions with respect to any landscape condition are not guaranteed to be a representation of actual Site conditions or costs, and the consequences of unanticipated conditions during subsequent activities at any Site are not the responsibility of Land IQ. If the Site conditions are such that the cost of the Designated Services will materially increase, Land IQ agrees to notify Client in writing of said Site conditions, and shall not proceed with the Designated Services until Client gives written authorization to proceed.

16. Non Solicitation of Personnel

Client acknowledges that Land IQ provides a valuable service by identifying and assigning its employees, independent contractors, and agents to assist Land IQ in conducting the Designated Services. Therefore, without the prior written consent of Land IQ, Client shall not recruit or hire any employee, independent contractor, or agent of Land IQ that is or has been assigned to perform any of the Designated Services on behalf of Land IQ, or who actually performs any part of such Designated Services, until one (1) year after the termination of this Agreement.

17. Notices

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and, if mailed by prepaid first class mail or certified mail, return receipt requested, at any time other than during a general discontinuance of postal service due to strike, lockout, or otherwise, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next business day following delivery by such courier. Finally, notices hereunder may be delivered by facsimile transmission or by electronic mail transmission; if sent by facsimile transmission, such notice shall be followed forthwith by letter and shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's facsimile machine; and if sent by electronic mail transmission, such notice shall be followed forthwith by letter and shall be deemed to have been received on the next business day following such transmission. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

(a) If to Land IQ:

Land IQ, LLC
2020 L Street, Suite 210
Sacramento, California 95811

Attention: Casey Gudel
phone: (916) 265-6330
email: cgudel@landiq.com

(b) If to Client:

Greater Kaweah Groundwater Sustainability Agency
227 N West Street
Visalia, CA 93291
Attention: Mark Larsen
phone: (559) 302-9987
email: mlarsen@greaterkaweahgsa.org

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

18. Integration

This Agreement, including each Statement of Work and License Agreement related hereto and entered into by the parties hereto from time to time, and all other attachments, if any, hereto and to any Statement of Work and License Agreement, embodies the entire agreement between, and the understanding of, the parties hereto in respect of the subject matter contained herein. The parties hereto have not relied upon any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior or contemporaneous negotiations, understandings, and agreements, whether written or oral, between the parties hereto with respect to the subject matter contained herein, including but not limited to any preprinted terms and conditions contained in any purchase order, request for proposal, proposal, or other written communication between the parties. In the event of any conflict between the terms and conditions of this Agreement (excluding the Statements of Work and License Agreements) and the terms and conditions of a particular Statement of Work or License Agreement, the terms and conditions of the Statement of Work or License Agreement shall govern and control, except to the extent otherwise expressly provided in such Statement of Work or License Agreement.

19. Extensions, Modifications or Amendments

No extension, modification, or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed and delivered on behalf of such party.

20. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as provided above, this Agreement shall not create any rights or benefits in any person or entity other than Client and Land IQ, nor is it intended to create any third-party beneficiaries to it.

21. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were limited or modified, consistent with its general intent, to the extent necessary so that it shall be valid, legal, and enforceable, or if it shall not be possible to so limit or modify such invalid, illegal, or unenforceable provision, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and all other provisions hereof shall be and remain unimpaired and in full force and effect.

22. Waiver

The failure or delay of either party hereto at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by either party hereto of any condition of this Agreement, or the breach of any term, agreement, or covenant, or the inaccuracy of any representation or

warranty of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach, or inaccuracy, or a waiver of any other condition, breach, or inaccuracy.

23. Governing Law

This Agreement, and any and all claims arising out of the relationship between the parties hereto, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable.

24. Arbitration

Any dispute, claim or controversy relating in any way to this Agreement, whether in contract, in tort or otherwise, except a request for equitable, injunctive or restraining relief or to enforce an arbitration award, shall be resolved by arbitration in Sacramento, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), subject to the limitations of this Section 25. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration will be filed in writing with the other party hereto and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The parties agree that three (3) arbitrators shall arbitrate all disputes. The arbitrators shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules from the panels of arbitrators maintained by the American Arbitration Association. The parties will be entitled to discovery in the arbitration proceeding to the extent provided for in civil actions in the United States District Court for the Eastern District of California. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to vacation, modification or appeal, except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply. Except as provided to the contrary in Section 26, each party shall pay its own expenses of arbitration, and the expenses of the arbitrators shall be equally shared.

25. Attorneys' Fees

In the event of arbitration or litigation between Client and Land IQ arising out of the Agreement, each party shall be entitled to recover from the other all of its reasonable costs and attorneys' fees, excluding expenses of the arbitrators (if any), to the extent that such party prevails over the other party in such proceeding.

26. No Liens or Encumbrances

Land IQ warrants that no liens, encumbrances, security interests, or other third-party claims of any type will attach to any Site as a consequence of its performance of the Designated Services. Land IQ agrees, upon request, to furnish conditional and unconditional forms of waiver of lien signed by Land IQ and all contractors, subcontractors, and materialmen who will furnish labor and materials under this Agreement.

27. General Warranties

Each party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (ii) the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (iii) this Agreement constitutes a legal, valid, and binding obligation of such party enforceable against it in accordance with its terms (subject to any equitable defenses); (iv) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (v) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any governmental authority that could materially adversely affect its ability to perform this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the day and year first above written.

LAND IQ:

LAND IQ, LLC

By: _____

Name: Joel Kimmelshue

Title: Manager/Owner

CLIENT:

**GREATER KAWEAH GROUNDWATER
SUSTAINABILITY AGENCY**

By: _____

Name: Mark Larsen

Title: Manager

EXHIBIT A
STATEMENT OF WORK

SEE ATTACHED STATEMENT(S) OF WORK



PRODUCT LICENSE AGREEMENT

INTRODUCTION

This Product License Agreement (Agreement) is made and entered into as of November 26, 2025 (the Effective Date) by and between Land IQ, LLC (Land IQ) and Greater Kaweah Groundwater Sustainability Agency (Licensee).

This Agreement and any concurrently executed Land IQ, LLC Client Services Agreement (Client Services Agreement) between Licensee and Land IQ are the bases upon which Land IQ provides Mapping and Data Products (Licensed Land IQ Product) to Licensee. In addition, the following terms and conditions represent a legally binding contract between Licensee including any External End-User and Land IQ for use of Licensed Land IQ Products.

DEFINITIONS

“Licensee” means any legal entity, company, district or agency, including their officers and employees, that enters or intends to enter into a binding agreement with Land IQ to obtain Licensed Land IQ Products provided under the terms of this Agreement or any accompanying Client Services Agreement.

“External End-User” means any individual, entity or company acting as a contractor or consultant to or on behalf of the Licensee that is supplied with a Licensed Land IQ Product and is therefore required to accept the terms of the accompanying End User License Agreement.

“Licensed Land IQ Product” means any imagery, mapping, data, product, value-added product, service, or work licensed by Land IQ, including, without limitation, information products, and digital data sets.

“Derivative Product” means any manipulated or modified Licensed Land IQ Product or formalized result of a Licensed Land IQ Product.

For purposes of this Agreement, Licensee Accepts the terms of this agreement by doing any of the following:

- agreeing in writing to the terms of this Agreement;
- downloading, opening , and/or using a Licensed Land IQ Product on a computer or other electronic device;
- developing, using, distributing, or making available Derivative Products;
- damaging or destroying a Licensed Land IQ Product; or
- retaining a Licensed Land IQ Product for more than five (5) days following receipt thereof.

For the purpose of this Agreement, the Licensed Land IQ Product includes: **Land IQ field-scale daily consumptive use (evapotranspiration) and precipitation.**

ACCEPTANCE OF LICENSING TERMS

By executing this Agreement, and subject to the terms and conditions of this Agreement and any related executed Land IQ, LLC Client Services Agreement, Land IQ and Licensee agree as follows:

1. The Licensed Land IQ Product and any Derivative Product is intended for Licensee's internal use only and shall not be shared or distributed in any way outside Licensee's organization unless per the terms of this Agreement.
2. Land IQ grants permission to Licensee the ability to share Licensed Land IQ Products or Derivative Products in graphic digital formats (including .PDF or .jpeg formats) with other entities as required for Licensee's own business purposes or regular reporting activities. Licensee is however not permitted to share any underlying spatial data or Geographical Information System (GIS) compatible files or information (shapefile component, feature class, coordinates, spatial attributes, geodatabase, .shp, or .gdb formats) with any other entities unless per the terms of this Agreement.
3. When Licensee distributes a Licensed Land IQ Product or a Derivative Product in graphical digital formats, Licensee agrees to include the following citation:



Daily ET and Precipitation Developed by Land IQ.

4. Furthermore, Land IQ grants Licensee permission to share Licensed Land IQ Products or Derivative Products, including underlying spatial data or Geographical Information System (GIS) compatible files or information (shapefiles, spatial attributes, geodatabases) with External End Users working on behalf of the Licensee for Licensee's business purposes only under the following conditions: (1) Licensee obtains an executed End User License Agreement (EULA) from External End User agreeing to limited licensed use of Licensed Land IQ Products and (2) the end use of the Land IQ Products is identified.
5. The License granted hereunder is nontransferable, unless otherwise approved in writing by Land IQ, and Land IQ reserves all rights not expressly granted by this Agreement and/or other written agreement or signed contract between Licensee and Land IQ.
6. Land IQ acknowledges that the Licensee is a public agency and may be subject to certain disclosure laws, including, but not limited to, the Ralph M. Brown Act and the Public Records Act, regarding which the Licensee must comply.

INTELLECTUAL PROPERTY

Licensed Land IQ Products and data contained therein are owned by Land IQ or its licensor and protected by the laws of the State of California, the United States, and applicable international laws, treaties and conventions regarding intellectual property or proprietary rights. Land IQ retains all rights, title, and ownership interest not granted herein in and to all copies of Land IQ Products licensed under this Agreement. Licensee acknowledges that its obligations under this Agreement are intended to prevent the unauthorized use, distribution, disclosure, and publication of Licensed Land IQ Products. Land IQ retains all rights over its trademarks.

PROPRIETARY INFORMATION

Licensed Land IQ Products contain information proprietary to Land IQ. Licensee shall not alter nor remove any copyright notice or proprietary statement contained in or on Licensed Land IQ Products, unless otherwise agreed by Land IQ.

Land IQ does not warrant that Licensed Land IQ Products will meet end-user's needs or expectations, or that operations of Licensed Land IQ Products will be error-free or uninterrupted.

LIMITATION OF LIABILITY

Subject to the extent applicable law requires liability, Land IQ will not be liable to Licensee for costs of substitute goods or services; lost profits, lost sales, or business expenditures; investments or other business commitments; lost goodwill; or any indirect, incidental, or consequential damages arising out of or related to this Agreement or the use of the data and/or Licensed Land IQ Products. Land IQ disclaims any liability not expressly provided for above.

INDEMNIFICATION

Licensee shall indemnify Land IQ against all loss, damages, claims, expenses, or attorney's fees sustained by or asserted against Land IQ arising from or connected with Licensee's breach of any provision of this Agreement.

TERM AND TERMINATION

This Agreement runs for an unlimited term. Upon request by Land IQ, Licensee shall provide reasonable assurances to Land IQ that use of Licensed Land IQ Products is consistent with the permitted uses under the Agreement. Land IQ is entitled to terminate this Agreement with immediate effect by notice in writing if Licensee breaches any provision of this Agreement. In this case, Licensee will have no claim to any remedy or refund of license fees paid. In the event Licensee uses Licensed Land IQ Products in an unauthorized manner, or otherwise violates this Agreement, Land IQ may, at its option, select any one or more of the following remedies in addition to any remedy available at law:

- demand return of Licensed Land IQ Products
- enjoin Licensee's use of Licensed Land IQ Products
- charge Licensee a fee appropriate to Licensee's use of Licensed Land IQ Products; or
- charge Licensee for reasonable inspection and enforcement costs.

Upon such termination, Licensee shall delete all Licensed Land IQ Products upon demand by Land IQ, and Licensee shall provide evidence of deletion upon request by Land IQ.

COMPLETE AND BINDING AGREEMENT

Subject to any specific terms of an order for Licensed Land IQ Products incorporating this Agreement, this Agreement constitutes the complete and exclusive understanding between Licensee and Land IQ relating to its subject matter, and supersedes all prior and contemporaneous representations, correspondence, proposals, or license agreements, whether oral or written. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement will continue to be valid and enforceable. Land IQ's failure to enforce any of the provisions in this Agreement will not constitute a waiver of its right to do so.

OWNERSHIP

Licensee further acknowledges that the Licensed Land IQ Products in any form provided by Land IQ and any copies thereof, are the sole property of Land IQ. Except for the rights expressly granted to Licensee herein, Licensee shall not have any right, title, or interest in or to such portions of the Licensed Land IQ Products or to

affiliated databases or documentation or any copies of any of the foregoing except as expressly provided in this Agreement, and further shall secure and protect the Licensed products and affiliated database and documentation consistent the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the day and year first above written.

Licensee
**GREATER KAWEAH GROUNDWATER
SUSTAINABILITY AGENCY**

Land IQ
LAND IQ LLC

Name: Mark Larsen
Title: Manager

Date:_____

Name: Joel Kimmelshue
Title: Owner/Principal Scientist

Date:_____