KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive, Bakersfield, CA 93308
Meeting of the Board of Directors
January 26, 2026, 2:00 p.m.

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:
https://us02web.zoom.us/j/87916828311?pwd=MXovFd9w4IFdX8AnOTJBUbbKBagIaC.1
Telephone Dial-in: (669) 900-6833
Meeting ID: 879 1682 8311
Password: 795650

KERN NON-DISTRICTED LAND AUTHORITY BOARD OF DIRECTORS AGENDA

This meeting is held in accordance with the Brown Act pursuant to Section 54956 of the California Government Code and the Kern Non-Districted Land Authority Joint Powers Agreement.

1. **Roll Call- Quorum Determination.**
   In the absence of a quorum, the Board will handle only those items not needing a quorum.

2. **Flag Salute**

3. **Public Input**
   This portion of the meeting is set aside to provide the public with an opportunity to bring to the attention of the Board matters of which the Board may not be aware and which are not on the current agenda. No action can be taken on any matter raised during this portion of the meeting; however, a Board member may request that the matter be placed on any future agenda for further review and possible action. Members of the public may directly address the Board of Directors on any item of interest within the Board's subject matter jurisdiction, before or during the Board's consideration of the item. The President may limit the time allowed for comment

4. **Approval of Minutes**
   a. *December 15, 2025 (Jenny)

5. **Financial Report**
   a. *Financial Report & Accounts Payables

6. **Administration (Jenny)**
   a. Executive Director Report
   b. *Provost & Pritchard Technical Scope
   c. Demand Management Consultant Scope (Steve)

7. **DWR Grant Administration**
   a. Report on Grant Administration (Jason)

8. **County of Kern Participation**
   a. Kern County Participation Ad Hoc Committee Report (Royce)

9. **Legal (Valerie)**
   a. Statewide Update

10. **New Business**

11. **Correspondence**

12. **Closed Session**
   a. Technical Assistance Application Review

13. **Adjournment**

A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the Authority provide disability-related modification or accommodation in order to participate in any public meeting of the Authority. Such assistance includes appropriate alternative formats for the agendas and agenda packets. Requests should be made in person, by telephone, facsimile and/or written correspondence to the Authority office, at least 48 hours before a public Authority meeting. Written materials related to an item on this agenda to be considered in open session that are public documents and that are distributed to board members after the posting of the agenda, will be made available for public inspection when they are so distributed at the location of the KNDLA meeting during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.

JPA Special Board Meeting Minutes
Kern Non-Districted Land Authority (KNDLA)
Monday, December 15, 2025, at 8:00 a.m.

JPA DISTRICT REPRESENTATIVES AND ALTERNATES PRESENT

Amrit Mangat, Buena Vista WSD
Barry Watts, RRBWSD
Dan Bartel, RRBWSD
Dan Waterhouse, Semitropic WSD
Dave Halopoff, Cawelo WD
Dave Hampton, North Kern WSD
Debbie Wise, KNDLA
Devon Yurosek, KNDLA
Eric Averett, Kern County Water Agency
Eric McDaris, Kern Water Bank
Gary Morris, West Kern WD
Jeff Siemens, Olcese WD
Kevin Antongiovanni, Kern Delta WD
Kris Lawrence, Shafter-Wasco ID
Kris Lawrence, SWID 7th Standard Annex
Royce Fast, Pioneer
Scott Spitzer, Arvin-Edison WSD
Wes Shryock, KCWA ID4

JPA DISTRICT REPRESENTATIVES AND ALTERNATES BY TELECONFERENCE

Andrew Hart, Kern Tulare
Angelica Martin, TCWD
Brian Grant, Olcese

OTHERS PRESENT/ PARTICIPATING

Jason Gianquinto, Semitropic WSD
Jeevan Muhar, AEWSD
Jenny Holtermann, KNDLA
Rachelle Echeverria, RRBWSD
Steven Teglia, KDWD
Taylor Blakslee, EWMA
Trent Taylor, RRBWSD

OTHERS VIRTUAL

Alanna Goodell
Dave Cameron
Gavin O'Leary
Greg Hammett
Iris Priestaf
Jamie Marquez
Kate Zeneger
Morgan Campbell
Rick Iger
Sheridan Nicholas
Skye Grass
Stephanie Hearn
Steve Torigiani

1. **Roll Call**
   Chairman Watts called the meeting to order at 8:05 a.m. after confirming the presence of a quorum, as required by the JPA Agreement.

2. **Flag Salute**
   Completed.

3. **Public Input**
   None.

4. **Approval of Minutes**
   a. A motion was made by Director McDaris and seconded by Director Morris to approve the

minutes of the October 27, 2025, regular board meeting. Director Spitzer abstained. The motion carried.

5. **Financial Report**
   a. **Financial Report & Accounts Payable**
      Ms. Holtermann reviewed the deposits, monthly bills, and grant balances. A motion was made by Director Fast and seconded by Director Wise to approve the financial report and authorize payment of disbursements as presented. Motion was carried unanimously.
   b. **2026 Budget approval**
      Ms. Holtermann reviewed the budget for the year 2026. Director Antongiovanni made a motion to approve the budget, and the motion was seconded by Director Salgado. Director Siemens opposed. The motion carried.

6. **Administration**
   a. **Executive Director Report.**
      Ms. Holtermann provided a report on the past month's administrative duties, technical assistance application, EWMA meeting review, Manager Ad Hoc Committee recap, DMS preparation, annual report work being done, data gaps review, and Subbasin update on cost share discussion.
   b. **Data Gap Review**
      Ms. Holtermann reviewed the data gap analysis prepared by Gavin O'Leary from Provost and Pritchard's recommendation to confirm said data gap candidates by December 31, 2025, as well as develop a contract of partnerships or need to construct new monitoring wells by December 31, 2026. No negative feedback received.
   c. **Land IQ Water Year Report**
      Ms. Holtermann reviewed the annual water year report of Land IQ data regarding ET and precipitation.

7. **DWR Grant Administration**
   a. **Report on DWR Grant Administration**
      Mr. Gianquinto reported that work is underway for the last closure of grant submittal #13 as approved. Final submittal of the basin study will close the grant. The final retention will be released 60-90 days after the final report is published.

8. **County of Kern Participation**
   a. **Kern County Participation Ad hoc Committee Report**
      Director Fast reported that there were no updates at this time.

9. **Legal**
   a. **Statewide Update**
      Ms. Kincaid reported on a Department of Water Resources basin that has been returned recently, as well as basins still in probation with SWRCB or intervention. There was an update on the interconnected surface water report. Update also on the Kings County Farm Bureau SGMA lawsuit.
   b. **Kern County Well Permitting**
      Ms. Escobedo reported on the Tulare County Executive order from in which Kern had a similar well permitting process from 2022 to have GSA review of well permitting. It was requested that KNDLA be involved in the process, in which there was no opposition.

10. New Business

None.

11. Correspondence

12. Closed Session

a. Manager Ad Hoc Report

Closed session commenced at 9:05 a.m. and concluded at 10:08 a.m. Chairman Watts reported that staff have been given direction to work with a developed Director Ad Hoc committee to further develop a demand management process with scope to be created by the Manager Ad Hoc. Directors to be involved are Devon Yurosek, Scott Spitzer, Kevin Antongiavanni, Andrew Hart, Dan Waterhouse, and Barry Watts, as well as their appropriate alternates as needed.

13. Adjournment

A motion to adjourn was made by Director McDaris and seconded by Director Salgado. The motion carried unanimously, and the meeting was adjourned at 10:09 a.m.

Respectfully submitted,

Jenny Holtermann

ANDREA R. HILL, CPA
An Accountancy Corporation

December 17, 2025

TO: Kern Non-Districted Land Authority

FROM: Andrea R. Hill CPA, AAC

SUBJECT: November 2025 Accountant's Report

DISCUSSION

Exhibit A is the Authority's unaudited financial statements on November 30, 2025. They include a Statement of Net Position as of November 30, 2025, and a Statement of Revenues and Expenses for the one month and eleven months ended November 30, 2025. We believe both statements fairly present the financial position and results of the Authority's activities for the general JPA membership and each specific Special Activity Agreements at this time.

Exhibit B is the Accountant's Report for the Authority's financial activities from November 1, 2025, through November 30, 2025. There were $787.00 of deposits during the month. Disbursements totaling $88,574.81 were issued during the month. The cash balance on November 30, 2025, was $91,698.85. There were no subsequent deposits as shown on **Exhibit C**.

The Accounts Receivable balance from Members on November 30, 2025, was $0 as shown on **Exhibit D**.

Exhibit E is the details of Accounts Payable and Credit Card Payables for the month of November 2025, reflecting total payables on November 30, 2025, of $21,637.61. Currently, invoices totaling $12,190.01 are submitted for payment approval.

Kern Non-Districted Land Authority
Exhibit A - Statement of Net Position
As of November 30, 2025

	Nov 30, 25	
ASSETS		
Current Assets		
Checking/Savings		
Valley Strong Money Market		144,389.57
Valley Strong Savings		5.00
Valley Strong Checking		-52,695.72
Total Checking/Savings		91,698.85
Total Current Assets		91,698.85
TOTAL ASSETS		**91,698.85**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		21,560.45
Total Accounts Payable		21,560.45
Credit Cards		
Valley Strong Visa		77.16
Total Credit Cards		77.16
Total Current Liabilities		21,637.61
Total Liabilities		21,637.61
Equity		
Net Assets		
GSP - SAA#4	60,124.65	
ITRC - SAA#1	-13,626.47	
KGA - General	-13,772.23	
KRGSA-RMC (Ph2)	24.69	
KRGSA-Todd GW	20.00	
Total Net Assets		32,770.64
Net Income		37,290.60
Total Equity		70,061.24
TOTAL LIABILITIES & EQUITY		**91,698.85**

No Assurance is Provided. All Required Discolsures Have Been Omitted.

Kern Non-Districted Land Authority
Exhibit A - Statement of Revenues & Expenses
November 2025

	Nov 25	Jan - Nov 25
Ordinary Income/Expense		
Income		
Grant - State	0.00	3,157,896.70
Investment Income	629.67	7,927.44
Member Contributions	0.00	262,300.00
Total Income	629.67	3,428,124.14
Expense		
Administration		
Executive Director	2,907.10	48,654.77
General Administration Support	76.40	4,632.96
Grant Administration	0.00	34,629.40
Insurance	0.00	2,705.00
Total Administration	2,983.50	90,622.13
Fees	0.00	1.00
Interest Expense	25.00	50.19
Office Supplies	78.01	891.30
Other Outside Services		
General Technical Support	11,338.99	50,524.86
GIS	0.00	700.00
Website Management	319.20	1,654.40
Other Outside Services - Other	3,852.70	3,138,099.71
Total Other Outside Services	15,510.89	3,190,978.97
Outreach	0.00	1,308.20
Professional - Accounting	1,000.00	11,783.75
Professional - Auditor	0.00	8,250.00
Professional - Legal	401.50	86,748.75
Telephone	0.00	199.25
Total Expense	19,998.90	3,390,833.54
Net Ordinary Income	-19,369.23	37,290.60
Net Income	**-19,369.23**	**37,290.60**

No Assurance is Provided. All Required Disclosures Have Been Omitted.

Kern Non-Districted Land Authority
Exhibit B - Bank Activity
As of November 30, 2025

Type	Date	Num	Name	Debit	Credit	Balance
Valley Strong Money Market						243,759.90
Transfer	11/12/2025				50,000.00	193,759.90
Transfer	11/14/2025				50,000.00	143,759.90
Deposit	11/30/2025			629.67		144,389.57
Total Valley Strong Money Market				629.67	100,000.00	144,389.57
Valley Strong Savings						5.00
Total Valley Strong Savings						5.00
Valley Strong Checking						-64,278.24
Check	11/07/2025		Valley Strong Credit Union		167.33	-64,445.57
Transfer	11/12/2025			50,000.00		-14,445.57
Transfer	11/14/2025			50,000.00		35,554.43
Check	11/24/2025	VOID 3...	Valley Strong Credit Union		78.24	35,476.19
Bill Pmt -Check	11/24/2025	3276	Andrea R. Hill CPA AAC		1,000.00	34,476.19
Bill Pmt -Check	11/24/2025	3277	Dee Jaspar and Associates, Inc.		380.00	34,096.19
Bill Pmt -Check	11/24/2025	3278	Jenny Holtermann		4,239.20	29,856.99
Bill Pmt -Check	11/24/2025	3279	Land IQ LLC		3,946.19	25,910.80
Bill Pmt -Check	11/24/2025	3280	Paris Kincaid Wasiewski LLP		3,577.00	22,333.80
Bill Pmt -Check	11/24/2025	3281	Arvin Edison Water Storage District		281.20	22,052.60
Bill Pmt -Check	11/24/2025	3282	Eastside Water Management Area		1,147.30	20,905.30
Bill Pmt -Check	11/24/2025	3283	Land IQ LLC		73,243.95	-52,338.65
Bill Pmt -Check	11/24/2025	3284	Wheeler Ridge-Maricopa Water Stora...		514.40	-52,853.05
General Journal	11/30/2025	2025-6		157.33		-52,695.72
Total Valley Strong Checking				100,157.33	88,574.81	-52,695.72
TOTAL				**100,787.00**	**188,574.81**	**91,698.85**

Kern Non-Districted Land Authority
Exhibit B - Deposit Detail
November 2025

Type	Date	Name	Memo	Amount
Deposit	**11/30/2025**		**Deposit**	**629.67**
			November dividends	-629.67
TOTAL				-629.67
General ...	**11/30/2025**		**To void checks 3273 & 3275, payments made electronically on 11/7**	**157.33**
			To void checks 3273 & 3275, payments made electronically on 11/7	-157.33
TOTAL				-157.33

Kern Non-Districted Land Authority
Exhibit B - Check Detail
November 2025

Type	Num	Date	Name	Paid Amount	Original Amount
Check	**VOID 3275**	**11/24/2025**	**Valley Strong Credit Union**		**-78.24**
				-78.24	78.24
TOTAL				-78.24	78.24
Bill Pmt -Check	**3276**	**11/24/2025**	**Andrea R. Hill CPA AAC**		**-1,000.00**
Bill	35930	10/31/2025		-1,000.00	1,000.00
TOTAL				-1,000.00	1,000.00
Bill Pmt -Check	**3277**	**11/24/2025**	**Dee Jaspar and Associates, Inc.**		**-380.00**
Bill	25-01074	10/31/2025		-380.00	380.00
TOTAL				-380.00	380.00
Bill Pmt -Check	**3278**	**11/24/2025**	**Jenny Holtermann**		**-4,239.20**
Bill	Oct2025	10/31/2025		-4,239.20	4,239.20
TOTAL				-4,239.20	4,239.20
Bill Pmt -Check	**3279**	**11/24/2025**	**Land IQ LLC**		**-3,946.19**
Bill	7289	11/01/2025		-3,946.19	3,946.19
TOTAL				-3,946.19	3,946.19
Bill Pmt -Check	**3280**	**11/24/2025**	**Paris Kincaid Wasiewski LLP**		**-3,577.00**
Bill	3016	10/31/2025		-3,577.00	3,577.00
TOTAL				-3,577.00	3,577.00
Bill Pmt -Check	**3281**	**11/24/2025**	**Arvin Edison Water Storage District**		**-281.20**
Bill	SGMA#12	10/31/2025		-281.20	281.20
TOTAL				-281.20	281.20
Bill Pmt -Check	**3282**	**11/24/2025**	**Eastside Water Management Area**		**-1,147.30**
Bill	SGMA#12	10/31/2025		-1,147.30	1,147.30
TOTAL				-1,147.30	1,147.30
Bill Pmt -Check	**3283**	**11/24/2025**	**Land IQ LLC**		**-73,243.95**
Bill	6732	10/31/2025		-73,243.95	73,243.95
TOTAL				-73,243.95	73,243.95
Bill Pmt -Check	**3284**	**11/24/2025**	**Wheeler Ridge-Maricopa Water Storage**		**-514.40**
Bill	SGMA#12	10/31/2025		-514.40	514.40
TOTAL				-514.40	514.40

Kern Non-Districted Land Authority
Exhibit C - Subsequent Deposits
December 1 - 17, 2025

Type	Num	Date	Name	Amount

No Subsequent Deposits to Report

Kern Non-Districted Land Authority
Exhibit D - Accounts Receivable Detail
As of November 30, 2025

Type	Date	Num	Name	Open Balance
TOTAL				

Exhibit E

Kern Non-Districted Land Authority

Accountant's Report - Accounts Payable detail as of November 30, 2025 and subsequent payables through 12/17/25

Vendor	Description	Invoice #	Invoice Date	Invoice Amount
Andrea R. Hill, CPA AAC	Oct accounting service for Nov meeting	35993	11/19/2025	$ 1,000.00
Andrea R. Hill, CPA AAC	Finance Charge		11/30/2025	$ 15.00
Jenny Holtermann	November executive director services	Nov-25	11/30/2025	$ 2,907.10
Paris Kincaid Wasiewski LLP	November services	3048	11/30/2025	$ 401.50
Provost & Pritchard Consulting	November services	Sep-43	11/20/2025	$ 7,789.25
Valley Strong Credit Union	November credit card statement		11/30/2025	$ 77.16
	TOTAL PAYABLES REQUESTED AT THIS MEETING			$ 12,190.01
INVOICES ON HOLD:				
SGMA Planning Grant (Pending Grant Submittal/Proceeds):				
Provost & Pritchard	SGMA Implementation Grant	125228	10/31/2025	5,594.90
Provost & Pritchard	SGMA Implementation Grant	125978	11/30/2025	3,852.70
				9,447.60
	PAYABLES/INVOICES ON HOLD pending Grant Proceeds			$ 9,447.60
	TOTAL PAYABLES Outstanding at 12/17/25			$ 21,637.61
	LESS DECEMBER PAYABLES SUBMITTED FOR PAYMENT			-
	TOTAL PAYABLES Outstanding at 11/30/2025			$ 21,637.61

ANDREA R. HILL, CPA
An Accountancy Corporation

January 21, 2026

TO: Kern Non-Districted Land Authority

FROM: Andrea R. Hill CPA, AAC

SUBJECT: December 2025 Accountant's Report

DISCUSSION

Exhibit A is the Authority's unaudited financial statements on December 31, 2025. They include a Statement of Net Position as of December 31, 2025, and a Statement of Revenue and Expenses for the one month and twelve months ended December 31, 2025. We believe both statements fairly present the financial position and results of the Authority's activities for the general JPA membership and each specific Special Activity Agreements at this time.

Exhibit B is the Accountant's Report for the Authority's financial activities from December 1, 2025, through December 31, 2025. There were $392.41 deposits during the month. Disbursements totaling $12,268.25 were issued during the month. The cash balance on December 31, 2025, was $79,823.01. There were no subsequent deposits as shown on **Exhibit C**.

The Accounts Receivable balance from Members on December 31, 2025, was $0 as shown on **Exhibit D**.

Exhibit E is the details of Accounts Payable and Credit Card Payables for the month of December 2025, reflecting total payables on December 31, 2025, of $44,061.35. Currently, invoices totaling $36,306.94 are submitted for payment approval.

Kern Non-Districted Land Authority
Exhibit A - Statement of Net Position
As of December 31, 2025

	Dec 31, 25	
ASSETS		
Current Assets		
Checking/Savings		
Valley Strong Money Market		74,781.98
Valley Strong Savings		5.00
Valley Strong Checking		5,036.03
Total Checking/Savings		79,823.01
Total Current Assets		79,823.01
TOTAL ASSETS		**79,823.01**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		44,061.35
Total Accounts Payable		44,061.35
Credit Cards		0.00
Total Current Liabilities		44,061.35
Total Liabilities		44,061.35
Equity		
Net Assets		
GSP - SAA#4	60,124.65	
ITRC - SAA#1	-13,626.47	
KGA - General	-13,772.23	
KRGSA-RMC (Ph2)	24.69	
KRGSA-Todd GW	20.00	
Total Net Assets		32,770.64
Net Income		2,991.02
Total Equity		35,761.66
TOTAL LIABILITIES & EQUITY		**79,823.01**

No Assurance is Provided. All Required Discolsures Have Been Omitted.

Kern Non-Districted Land Authority
Exhibit A - Statement of Revenue & Expenses
December 2025

	Dec 25	Jan - Dec 25
Ordinary Income/Expense		
Income		
Grant - State	0.00	3,157,896.70
Investment Income	391.33	8,318.77
Member Contributions	0.00	262,300.00
Total Income	391.33	3,428,515.47
Expense		
Administration		
Executive Director	4,479.30	53,134.07
General Administration Support	1,046.21	5,679.17
Grant Administration	2,253.00	36,882.40
Insurance	0.00	2,705.00
Total Administration	7,778.51	98,400.64
Fees	0.00	1.00
Interest Expense	0.00	50.19
Office Supplies	77.16	968.46
Other Outside Services		
General Technical Support	17,270.20	67,795.06
GIS	0.00	700.00
Website Management	382.79	2,037.19
Other Outside Services - Other	0.00	3,138,099.71
Total Other Outside Services	17,652.99	3,208,631.96
Outreach	0.00	1,308.20
Professional - Accounting	1,371.25	13,155.00
Professional - Auditor	0.00	8,250.00
Professional - Legal	7,811.00	94,559.75
Telephone	0.00	199.25
Total Expense	34,690.91	3,425,524.45
Net Ordinary Income	-34,299.58	2,991.02
Net Income	**-34,299.58**	**2,991.02**

No Assurance is Provided. All Required Disclosures Have Been Omitted.

Kern Non-Districted Land Authority
Exhibit B - Bank Activity
As of December 31, 2025

Type	Date	Num	Name	Debit	Credit	Balance
Valley Strong Money Market						144,389.57
Deposit	12/16/2025			1.08		144,390.65
Transfer	12/17/2025				70,000.00	74,390.65
Deposit	12/31/2025			391.33		74,781.98
Total Valley Strong Money Market				392.41	70,000.00	74,781.98
Valley Strong Savings						5.00
Total Valley Strong Savings						5.00
Valley Strong Checking						-52,695.72
Check	12/16/2025	3275	Valley Strong Credit Union		78.24	-52,773.96
Transfer	12/17/2025			70,000.00		17,226.04
Bill Pmt -Check	12/18/2025	3285	Andrea R. Hill CPA AAC		1,015.00	16,211.04
Bill Pmt -Check	12/18/2025	3286	Jenny Holtermann		2,907.10	13,303.94
Bill Pmt -Check	12/18/2025	3287	Paris Kincaid Wasiewski LLP		401.50	12,902.44
Bill Pmt -Check	12/18/2025	3288	Provost & Pritchard Consulting Group		7,789.25	5,113.19
Check	12/18/2025	3289	Valley Strong Credit Union		77.16	5,036.03
Total Valley Strong Checking				70,000.00	12,268.25	5,036.03
TOTAL				**70,392.41**	**82,268.25**	**79,823.01**

Kern Non-Districted Land Authority
Exhibit B - Deposit Detail
December 2025

Type	Date	Name	Memo	Amount
Deposit	**12/16/2025**		**Deposit**	**1.08**
			Deposit by check mail - refund of ck 3275 overpayment	-1.08
TOTAL				-1.08
Deposit	**12/31/2025**		**Deposit**	**391.33**
			December dividend income	-391.33
TOTAL				-391.33

Kern Non-Districted Land Authority
Exhibit B - Check Detail
December 2025

Type	Num	Date	Name	Paid Amount	Original Amount
Check	**3275**	**12/16/2025**	**Valley Strong Credit Union**		**-78.24**
				-77.16	77.16
				-1.08	1.08
TOTAL				-78.24	78.24
Bill Pmt -Check	**3285**	**12/18/2025**	**Andrea R. Hill CPA AAC**		**-1,015.00**
Bill	35993	11/19/2025		-1,000.00	1,000.00
Bill	Finance ...	11/30/2025		-15.00	15.00
TOTAL				-1,015.00	1,015.00
Bill Pmt -Check	**3286**	**12/18/2025**	**Jenny Holtermann**		**-2,907.10**
Bill	NOV2025	11/30/2025		-2,907.10	2,907.10
TOTAL				-2,907.10	2,907.10
Bill Pmt -Check	**3287**	**12/18/2025**	**Paris Kincaid Wasiewski LLP**		**-401.50**
Bill	3048	11/30/2025		-401.50	401.50
TOTAL				-401.50	401.50
Bill Pmt -Check	**3288**	**12/18/2025**	**Provost & Pritchard Consulting Group**		**-7,789.25**
Bill	125532	11/20/2025		-76.40	76.40
				-319.20	319.20
				-7,392.80	7,392.80
				-0.85	0.85
TOTAL				-7,789.25	7,789.25
Check	**3289**	**12/18/2025**	**Valley Strong Credit Union**		**-77.16**
				-77.16	77.16
TOTAL				-77.16	77.16

Kern Non-Districted Land Authority
Exhibit C - Subsequent Deposits
January 1 - 21, 2026

Type	Num	Date	Name	Amount

No Subsequent Deposits to Report

Kern Non-Districted Land Authority
Exhibit D - Accounts Receivable Detail
As of December 31, 2025

Type	Date	Num	Name	Open Balance
TOTAL				

Exhibit E

Kern Non-Districted Land Authority

Accountant's Report - Accounts Payable detail as of December 31, 2025 and subsequent payables through 01/21/2026

Vendor	Description	Invoice #	Invoice Date	Invoice Amount	
Andrea R. Hill, CPA AAC	Nov. accounting for Dec. meeting	10481	12/17/2025	$ 1,371.25	
Dee Jaspar and Associates Inc.	Nov & Dec KMEC Project services	25-01128 & 25-01229	12/1 & 12/31	$ 1,441.91	
Holtermann Consulting	December executive director services	Dec 2025	12/31/2025	$ 4,479.30	
Land IQ	December evapotranspiration evaluation	7489	12/31/2025	$ 3,946.19	
Land IQ	January evapotranspiration evaluation	7552	1/15/2026	$ 3,946.19	January
Paris Kincaid Wasiewski LLP	December legal servics	3071	12/31/2025	$ 7,811.00	
Provost & Pritchard Consulting	November services	126235	12/19/2025	$ 4,682.63	
Provost & Pritchard Consulting	December services	127179	12/31/2025	$ 8,628.47	
	TOTAL PAYABLES REQUESTED AT THIS MEETING			$ 36,306.94	

INVOICES ON HOLD:

SGMA Planning Grant (Pending Grant Submittal/Proceeds):

Provost & Pritchard	SGMA Implementation Grant	125228	10/31/2025	5,594.90
Provost & Pritchard	SGMA Implementation Grant	125978	11/30/2025	3,852.70
Provost & Pritchard	SGMA Implementation Grant	127058	12/31/2025	2,253.00
				11,700.60

PAYABLES/INVOICES ON HOLD pending Grant Proceeds	$	11,700.60
TOTAL PAYABLES Outstanding at 1/21/2026	$	48,007.54
LESS JANUARY PAYABLES SUBMITTED FOR PAYMENT		(3,946.19)
TOTAL PAYABLES Outstanding at 12/31/2025	$	44,061.35

Kern Non-Districted Land Authority
General Ledger
As of December 31, 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Valley Strong Money Market							144,389.57
Deposit	12/16/2025			Deposit	1.08		144,390.65
Transfer	12/17/2025			Transfer to Share 0002		70,000.00	74,390.65
Deposit	12/31/2025			Deposit	391.33		74,781.98
Total Valley Strong Money Market					392.41	70,000.00	74,781.98
Valley Strong Savings							5.00
Total Valley Strong Savings							5.00
Rabo Op Account							0.00
Total Rabo Op Account							0.00
Valley Strong Checking							-52,695.72
Check	12/16/2025	3275	Valley Strong Credit Union			78.24	-52,773.96
Transfer	12/17/2025			Transfer to Share 0002	70,000.00		17,226.04
Bill Pmt -Check	12/18/2025	3285	Andrea R. Hill CPA AAC			1,015.00	16,211.04
Bill Pmt -Check	12/18/2025	3286	Jenny Holtermann	November Executive Director Services		2,907.10	13,303.94
Bill Pmt -Check	12/18/2025	3287	Paris Kincaid Wasiewski LLP	Invoice 3048		401.50	12,902.44
Bill Pmt -Check	12/18/2025	3288	Provost & Pritchard Consultin...	Invoice 125532		7,789.25	5,113.19
Check	12/18/2025	3289	Valley Strong Credit Union	Member # 13 Loan # 3000		77.16	5,036.03
Total Valley Strong Checking					70,000.00	12,268.25	5,036.03
VRB - Operating Account							0.00
Total VRB - Operating Account							0.00
Accounts Receivable							0.00
Total Accounts Receivable							0.00
Accounts Receivable - Grants							0.00
GSP- SAA#4							0.00
Total GSP- SAA#4							0.00
ITRC - SAA#1							0.00
Total ITRC - SAA#1							0.00
KGA - General							0.00
Total KGA - General							0.00
KGA - SGMA							0.00
Total KGA - SGMA							0.00
Accounts Receivable - Grants - Other							0.00
Total Accounts Receivable - Grants - Other							0.00
Total Accounts Receivable - Grants							0.00
Prepaids							0.00
Total Prepaids							0.00

Kern Non-Districted Land Authority
General Ledger
As of December 31, 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Retainer							0.00
Total Retainer							0.00
Undeposited Funds							0.00
Total Undeposited Funds							0.00
Suspense							0.00
Total Suspense							0.00
Accounts Payable							-21,560.45
Bill	12/01/2025	25-01128	Dee Jaspar and Associates, I...	Invoice 25-01128 Client/Job K1501125		964.88	-22,525.33
Bill	12/17/2025	10481	Andrea R. Hill CPA AAC	Client 10481 Invoice 36062		1,371.25	-23,896.58
Bill Pmt -Check	12/18/2025	3285	Andrea R. Hill CPA AAC		1,015.00		-22,881.58
Bill Pmt -Check	12/18/2025	3286	Jenny Holtermann	November Executive Director Services	2,907.10		-19,974.48
Bill Pmt -Check	12/18/2025	3287	Paris Kincaid Wasiewski LLP	Invoice 3048	401.50		-19,572.98
Bill Pmt -Check	12/18/2025	3288	Provost & Pritchard Consultin...	Invoice 125532	7,789.25		-11,783.73
Bill	12/19/2025	126235	Provost & Pritchard Consultin...	Invoice 126235 Project 02720-23-003		4,682.63	-16,466.36
Bill	12/31/2025	7489	Land IQ LLC	Invoice 7489		3,946.19	-20,412.55
Bill	12/31/2025	Dec 2025	Holtermann Consulting Corp	December services		4,479.30	-24,891.85
Bill	12/31/2025	25-01229	Dee Jaspar and Associates, I...	Invoice 25-01229 Client/Job K1501125		477.03	-25,368.88
Bill	12/31/2025	127058	Provost & Pritchard Consultin...	Invoice 127058 Project 02720-22-003 SGMA Grant		2,253.00	-27,621.88
Bill	12/31/2025	3071	Paris Kincaid Wasiewski LLP	Invoice 3071		7,811.00	-35,432.88
Bill	12/31/2025	127179	Provost & Pritchard Consultin...	Invoice 12179		8,628.47	-44,061.35
Total Accounts Payable					12,112.85	34,613.75	-44,061.35
Valley Strong Visa							-77.16
Check	12/16/2025	3275	Valley Strong Credit Union		77.16		0.00
Check	12/18/2025	3289	Valley Strong Credit Union	Member # 13 Loan # 3000	77.16		77.16
Credit Card C...	12/22/2025		Verizon Wireless			77.16	0.00
Total Valley Strong Visa					154.32	77.16	0.00
Accrued Payables							0.00
Total Accrued Payables							0.00
Payroll Liabilities							0.00
Total Payroll Liabilities							0.00
YTD Net Income							0.00
Total YTD Net Income							0.00
Net Assets							-32,770.64
GSP - SAA#4							-60,124.65
Total GSP - SAA#4							-60,124.65
ITRC - SAA#1							13,626.47
Total ITRC - SAA#1							13,626.47

Kern Non-Districted Land Authority
General Ledger
As of December 31, 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
KGA - General							13,772.23
Total KGA - General							13,772.23
KRGSA-RMC (Ph2)							-24.69
Total KRGSA-RMC (Ph2)							-24.69
KRGSA-RMS (Ph1)							0.00
Total KRGSA-RMS (Ph1)							0.00
KRGSA-Todd GW							-20.00
Total KRGSA-Todd GW							-20.00
Net Assets - Other							0.00
Total Net Assets - Other							0.00
Total Net Assets							-32,770.64
Opening Balance Equity							0.00
Total Opening Balance Equity							0.00
Retained Earnings							0.00
Total Retained Earnings							0.00
Grant - Federal							0.00
Total Grant - Federal							0.00
Grant - State							-3,157,896.70
Total Grant - State							-3,157,896.70
Investment Income							-7,927.44
Deposit	12/31/2025			December dividend income		391.33	-8,318.77
Total Investment Income					0.00	391.33	-8,318.77
Member Contributions							-262,300.00
Total Member Contributions							-262,300.00
Member Refunds							0.00
Total Member Refunds							0.00
Administration							90,622.13
Executive Director							48,654.77
Bill	12/31/2025	Dec 2025	Holtermann Consulting Corp	December services	4,479.30		53,134.07
Total Executive Director					4,479.30	0.00	53,134.07
General Administration Support							4,632.96
Bill	12/19/2025	126235	Provost & Pritchard Consultin...	November services	433.10		5,066.06
Bill	12/31/2025	127179	Provost & Pritchard Consultin...	Dec mgmt services	613.11		5,679.17
Total General Administration Support					1,046.21	0.00	5,679.17

Kern Non-Districted Land Authority
General Ledger
As of December 31, 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Grant Administration							34,629.40
Bill	12/31/2025	127058	Provost & Pritchard Consultin...	December SGMA	2,253.00		36,882.40
Total Grant Administration					2,253.00	0.00	36,882.40
Insurance							2,705.00
Total Insurance							2,705.00
Rent Expense							0.00
Total Rent Expense							0.00
Administration - Other							0.00
Total Administration - Other							0.00
Total Administration					7,778.51	0.00	98,400.64
Bank Charges							0.00
Total Bank Charges							0.00
Discounts Taken							0.00
Total Discounts Taken							0.00
Fees							1.00
Total Fees							1.00
First Aid							0.00
Total First Aid							0.00
Interest Expense							50.19
Total Interest Expense							50.19
Meetings/Meals							0.00
Total Meetings/Meals							0.00
Office Supplies							891.30
Credit Card C...	12/22/2025		Verizon Wireless		77.16		968.46
Total Office Supplies					77.16	0.00	968.46
Other Outside Services							3,190,978.97
General Technical Support							50,524.86
Bill	12/01/2025	25-01128	Dee Jaspar and Associates, I...	KMEC Project Famoso Hills Estate MWC	964.88		51,489.74
Bill	12/19/2025	126235	Provost & Pritchard Consultin...	November services	4,154.46		55,644.20
Bill	12/31/2025	7489	Land IQ LLC	December evapotranspiration evaluation	3,946.19		59,590.39
Bill	12/31/2025	25-01229	Dee Jaspar and Associates, I...	KMEC Project Famoso HIlls Estate MWC	477.03		60,067.42
Bill	12/31/2025	127179	Provost & Pritchard Consultin...	Dec mgmt services	7,727.64		67,795.06
Total General Technical Support					17,270.20	0.00	67,795.06
GIS							700.00
Total GIS							700.00

Kern Non-Districted Land Authority
General Ledger
As of December 31, 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Website Management							1,654.40
Bill	12/19/2025	126235	Provost & Pritchard Consultin...	November services	95.07		1,749.47
Bill	12/31/2025	127179	Provost & Pritchard Consultin...	Dec mgmt services	287.72		2,037.19
Total Website Management					382.79	0.00	2,037.19
Other Outside Services - Other							3,138,099.71
Total Other Outside Services - Other							3,138,099.71
Total Other Outside Services					17,652.99	0.00	3,208,631.96
Outreach							1,308.20
Total Outreach							1,308.20
Payroll Expenses							0.00
Total Payroll Expenses							0.00
Professional - Accounting							11,783.75
Bill	12/17/2025	10481	Andrea R. Hill CPA AAC	November accounting for December meeting	1,371.25		13,155.00
Total Professional - Accounting					1,371.25	0.00	13,155.00
Professional - Auditor							8,250.00
Total Professional - Auditor							8,250.00
Professional - Engineering							0.00
Total Professional - Engineering							0.00
Professional - Legal							86,748.75
Bill	12/31/2025	3071	Paris Kincaid Wasiewski LLP	December services	7,811.00		94,559.75
Total Professional - Legal					7,811.00	0.00	94,559.75
Telephone							199.25
Total Telephone							199.25
Well Mitigation							0.00
Total Well Mitigation							0.00
Ask My Accountant							0.00
Deposit	12/16/2025			Deposit by check mail - refund of ck 3275 overpayment		1.08	-1.08
Check	12/16/2025	3275	Valley Strong Credit Union		1.08		0.00
Total Ask My Accountant					1.08	1.08	0.00
No accnt							0.00
Total no accnt							0.00
TOTAL					**117,351.57**	**117,351.57**	**0.00**

KERN NON-DISTRICTED LAND AUTHORITY
1518 Milll Rock Way, Suite 100 Bakersfield, CA 93311
Phone: (661)595-5514
Email: jenny@kndla.org
Website: www.kndla.org

January 26, 2026

To: KNDLA Board of Directors

From: Jenny Holtermann

Re: Executive Director Report, January

Administration

- Landowner communication of APN identification/ GIS mapping
- Well Technical Assistance Application KMEC process and review- closed session
- Coordination with P&P on GIS platform and mapping, ongoing
- Coordination with P&P on well monitoring and collection of water level, quality for updating in the DMS by deadline
- Land IQ review and contract completion, monthly review and analysis
- EWMA Meeting
    - Basin Study review and discussion
    - Water District formation progress and update
    - Budget Review for 2026
    - Closed session discussion
- Managers Ad Hoc for demand management
    - January 5 meeting
        - Discussion on recommendations from KNDLA board
        - Analysis of consultants to address and scope development
    - Meeting with Provost and Pritchard
        - Discussion on scope of work and proposal ideas needed
- Board Meeting Agenda and Minutes, prep and coordination
- Coordinate Financial statements, deposits and payables.
- Annual Report work development and submittal

Kern Subbasin SGMA Weekly Friday Managers Meetings, Monday Policy Meetings

- Plan Updates
    - Annual Report review, content analysis and submittal
    - GSP Updates of data gaps finalizing and submittal process

- Well mitigation program review and update to plan
- AWG discussion on coordination committee involvement
- GWL and GWQ deadline of updates and access agreements needed
- Updates and reviewing of proposals on SGMA management
    - Review of additional scopes and consulting proposals
    - Cost Share discussions ongoing for potential change in subbasin split
        - KNDLA addition of 10,634 “developed acres”

GSA Name	Developed Acreage	Subbasin Dev Ac %	Existing (1/22 Method)	#1 (All Dev Ac Method)	#2 (Blended Method)	#3 (Cost Pool Method)
TCWDGSA	317	0.03%	$11,364	$84	$6,292	$7,917
OWDGSA	1,142	0.12%	$11,364	$304	$6,402	$7,917
PioneerGSA	**1,462**	**0.16%**	$11,364	$389	$6,444	$7,917
WKWDGSA	5,881	0.63%	$11,364	$1,563	$7,032	$9,583
EWMA	6,895	0.73%	$11,364	$1,833	$7,166	$9,583
KWBGSA	**8,336**	**0.89%**	$11,364	$2,216	$7,358	$9,583
KTWDGSA	10,041	1.07%	$11,364	$2,669	$7,585	$9,583
KNDLA	10,634	1.13%		$2,827	$7,663	$9,583
HMWDGSA	18,565	1.97%	$11,364	$4,935	$8,718	$9,583
CWDGSA	38,975	4.14%	$11,364	$10,361	$11,431	$12,000
BVGSA	39,902	4.24%	$11,364	$10,608	$11,554	$12,000
RRBWSDGSA	41,449	4.41%	$11,364	$11,019	$11,759	$12,000
SWIDGSA	44,270	4.71%	$11,364	$11,769	$12,134	$12,000
SWID7th St			$11,364	$0	$0	$0
SSJMUDGSA	56,973	6.06%	$11,364	$15,146	$13,823	$13,313
NKWSDGSA	60,531	6.44%	$11,364	$16,092	$14,296	$13,313
WRMGSA	62,186	6.61%	$11,364	$16,532	$14,516	$13,313
Arvin GSA	88,891	9.45%	$11,364	$23,631	$18,065	$13,313
WDWAGSA	113,856	12.11%	$11,364	$30,267	$21,384	$14,750
SWSDGSA	139,857	14.87%	$11,364	$37,180	$24,840	$14,750
KRGSA	190,253	20.23%	$34,091	$50,577	$31,538	$38,000
Total:	**940,416**	**100%**	**$250,000**	**$250,000**	**$250,000**	**$250,000**

PROVOST&PRITCHARD
CONSULTING GROUP

1518 Mill Rock Way, Suite 100, Bakersfield, CA 93311-1351 • Tel: (661) 616-5900
www.provostandpritchard.com

SCOPE & BUDGET CHANGE/PHASE AMENDMENT

To:	Jenny Holtermann Kern Non-Districted Land Authority	**Email:**	jenny@wakc.com
From:	Jeffrey Eklund, P.E.	**Date:**	December 11, 2025
Subject:	2025 Management Services for the Kern Non-Districted Land Authority fka Kern Groundwater Authority		

KNDLA MANAGEMENT SERVICES, JOB NO. 2720-23-003

Thank you for the opportunity to submit this amendment to provide continuing services for the Kern Non-Districted Land Authority (KNDLA). In recent months, Provost and Pritchard (P&P) has assisted with updates to KNDLA's SGMA portal and conducted well data review to address monitoring gaps identified in recent analyses by GEI. P&P has also assisted KNDLA with well inventory updates.

KNDLA also previously requested well-monitoring support services for the Meadows of Kern and Nature Conservancy wells. After reviewing our contract, we determined that this task was outside of the original scope of work. To keep your project moving, the task was performed as agreed upon through electronic correspondence.

To document this work and adjust the available budget among existing phases, P&P proposes the following scope and budget amendments.

PHASE ATS - ADMINISTRATION/TECHNICAL SERVICES

This Phase includes general program administration, coordination with KNDLA staff and consultants, review of SGMA-related technical materials, and other support.

Based on the level of effort required for the remainder of 2025, the budget for Phase ATS will be reduced by $5,000, from $18,000 to $13,000, which is anticipated to be sufficient for the remaining services this year.

PHASE GIS - GIS TECHNICAL SERVICES

Budget from Phase ATS was previously transferred to Phase GIS to cover these efforts; however, an additional budget is needed to complete the remaining work.

Under this Phase, P&P will continue providing GIS support related to KNDLA's SGMA portal updates, well data review, and well inventory updates. Work includes maintaining GIS layers used for SGMA reporting, updating well locations and attributes based on recent monitoring gap analyses by GEI, and preparing mapping products needed to support KNDLA staff and consultants. These tasks were initiated in recent months and require additional effort to complete.

An additional budget of $15,000 is requested for Phase GIS to complete these tasks.

PHASE WELL – MONITORING WELL

This is a new Phase to document well sampling and testing completed for two monitoring wells (Meadows of Kern and Nature Conservancy wells) as part of the Fall monitoring survey.

Additional Phase to perform well sampling and testing for 2 monitoring wells for fall survey including these tasks:

1. Survey wells;
2. Measure depth to water;

3. Perform water sampling;
4. Laboratory testing;
5. Report data.

Services under this Phase were performed on a time and material basis, not to exceed $3,000.

This amendment formally adds Phase WELL – Monitoring Well to the contract and assigns a not-to-exceed budget of $3,000 for the work already performed.

AMENDMENT SUMMARY

A scope and budget amendment is hereby submitted by Provost & Pritchard Consulting Group to document the work performed and incorporate the following changes:

BUDGET AMENDMENT			
Phase	**2025 Budget**	**Additional Budget Requested**	**Amended Budget**
Phase ATS: Administration/Technical Services	$18,000	-$5,000	$13,000
Phase WEB: Website Hosting & Maintenance	$6,000	$0	$0
Phase OC: Outreach Coordinator	As Requested		
Phase GIS: GIS Technical Services	$12,000	$15,000	$27,000
Phase WELL: Monitoring Well	$0	$3,000	$3,000
Total Budget:	**$36,000**	**$13,000**	**$49,000**

Please sign, date and return to Jeff Eklund at Provost & Pritchard Consulting Group by emailing jeklund@ppeng.com.

Client: Kern Non-Districted Land Authority	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
By:	**By:**
Name/Title:	**Name/Title:** Jeffrey Eklund, Director of Operations
Date Signed:	**Date Signed:** 12/11/2025

PROVOST&PRITCHARD
CONSULTING GROUP

1518 Mill Rock Way, Suite 100, Bakersfield, CA 93311-1351 • Tel: (661) 616-5900
www.provostandpritchard.com

December 11, 2025

Jenny Holterman
Kern Non-Districted Land Authority
1518 Mill Rock Way, Suite 100
Bakersfield, CA 93311

Subject: Proposal for 2026 Management Support Services for the Kern Non-Districted Land Authority, Kern County, California

Dear Jenny,

Thank you for the opportunity to submit this proposal to provide management support services for the Kern Non-Districted Land Authority (KNDLA), formerly known as Kern Groundwater Authority (KGA). This proposal recommends a scope of services, together with associated fees, deliverables, and approximate schedules for services provided through 2026.

PROJECT UNDERSTANDING

Provost & Pritchard has assisted with management services since September 2017 and provides the following staffing support:

- Administrative Assistant – This position provides support services for the activities of the KNDLA, including coordinating with KNDLA's CPA, preparing supporting materials, managing correspondence, and assisting the Executive Director with administrative tasks as needed.
- GIS Specialist – This position provides Geographic Information System (GIS) management assistance to the KNDLA to review and analyze data and mapping, prepare maps and figures for the KNDLA, and manage datasets within the basin.
- Webmaster – This position is responsible for hosting management and updates to the KNDLA website.
- Well Sampling/Testing – P&P staff will sample select water wells, obtain water quality tests, and obtain water level data.

SCOPE OF SERVICES

Provost & Pritchard staff will continue to serve in the roles described above and work with the KNDLA to refine the roles over time as needs change. Work may be performed by other Provost & Pritchard staff as needed in accordance with our current fee schedule.

The services of all Provost & Pritchard employees will be billed to the KNDLA in four phases described below.

PHASE ATS: ADMINISTRATION/TECHNICAL SERVICES

Provost & Pritchard staff, including the Administrative Assistant, will assist in the management and administrative services described above.

Specifically, the following tasks will be performed by our staff:

- Assist with facilitation of monthly KNDLA board meetings as needed.
- Manage correspondence and facilitate the execution of board documents.
- Collect and deliver invoices, statements, and payments for CPA and Executive Director review.
- Technical Services, as requested.
- Project management.

PHASE WEB: WEBSITE HOSTING & MAINTENANCE

It is anticipated the following tasks may be performed by Provost & Pritchard staff:

- Annual hosting services for KNDLA website.
- Provide updates to website as needed to keep the website content relevant. Updates generally include the addition of monthly board meeting agendas, board meeting packets and approved minutes, public meeting updates, public review documents, and the addition and/or updates of other pertinent information.

PHASE GIS: GIS TECHNICAL SERVICES

It is anticipated the following tasks may be performed by Provost & Pritchard staff:

- GIS management of datasets.
- Review and analysis of data and mapping from KNDLA members and other GSAs (as directed).
- Preparation of GIS maps and exhibits.
- Other tasks requested by the Executive Director.

PHASE WELL: WELL SAMPLING AND TESTING

It is anticipated that the following tasks may be performed by Provost & Pritchard staff:

- Collect and deliver water quality samples to water quality testing laboratory.
- Water quality tests (1,2,3-TCP, Arsenic, Nitrate, Nitrite, TDS, Uranium) by laboratory.
- Measure depth to water.
- Fill out required table after sampling/measuring event.
- Other tasks requested by the Executive Director.

ASSUMPTIONS

- Three (3) wells will be sampled/tested in spring and fall.

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in this proposal on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. A budget of $60,000 is proposed and allocated by phase in the table below. Some adjustment of the budget allocation between

phases may be needed as work progresses. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated fee.

PROPOSED FEE	
PHASE	ESTIMATED FEE
ATS	$15,000
WEB	$5,000
GIS	$30,000
WELL	$10,000
Total Estimated Fee:	**$60,000**

Required task effort may vary up or down from the line item estimates shown. If it appears we will exceed the estimate above, we will notify you in writing before we do so and provide a revised estimate. We will not continue work beyond the previously approved budget without additional authorization.

SCHEDULE

We understand that most of our work must conform to existing KNDLA commitments and regulatory requirements.

TERMS AND CONDITIONS

Our ongoing work will continue to be subject to the terms and conditions detailed in our September 20, 2017 Consultant Services Agreement. Per the terms of the Agreement, "the Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice."

Respectfully,
Provost & Pritchard Consulting Group

Jeffrey Eklund, RCE 75680
Director of Operations

TERMS AND CONDITIONS ACCEPTED

By Kern Non-Districted Land Authority

_____
Signature

_____
Printed Name

_____
Title Date

Project Manager: TLE Prepared By: RG

EST. 1968
PROVOST& PRITCHARD
CONSULTING GROUP
An Employee Owned Company

286 W. Cromwell Avenue
Fresno, CA 93711-6162
(559)449-2700
FAX (559)449-2715
www.ppeng.com

CONSULTANT SERVICES AGREEMENT

CSA No: 17-222

Client	Kern Groundwater Authority	**Proposal No.**	
Attention	Eric Averett	**Telephone**	(661) 589-6045
Bill To	Kern Groundwater Authority	**Fax**	(661) 589-1867
Billing Address	P.O. Box 20820	**E-Mail**	
City, Zip Code	Bakersfield, CA 93390		
Project Title	2017 Management Team for Kern Groundwater Authority	**Location**	Kern County, California

Description of Services: See attached Proposal 17-222 dated September 6, 2017.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) under this contract and paid for by Client are the property of Client and may be used by Client without the consent of Consultant.
5. Client agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use as final versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by

Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.

7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that

time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.

14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or $50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from

any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.

22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use,

interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.

30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law. void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable,

without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.

42. Client agrees not to recruit or hire any active Provost & Pritchard employees other than those specifically designated for transfer to the Kern Groundwater Authority by written agreement. This portion of the agreement will remain in force for three (3) years following final transfer of designated employees.
43. In lieu of paying Consultant's typical multiplier on the compensation costs associated with the Planning Manager or other future positions with similar arrangement, the Client agrees to defend, indemnify, and hold harmless Consultant, their officers, directors and employees from and against all claims, losses, demands, damages, or costs, including court costs and reasonable attorneys fees that are ultimately determined by a court to be caused by actual or unintentional negligent acts, errors, or omissions arising out of the performance of the Planning Manager or other roles under Consultant's employment under the above described arrangement.
44. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client	Kern Groundwater Authority		Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
By		**By**	
Name/Title	Eric Averett	**Name/Title**	John Schaap, RCE 61754 Vice President
Date Signed	9/20/2017	**Date Signed**	9/15/17

PROVOST&PRITCHARD
CONSULTING GROUP

External Use

STANDARD FEE SCHEDULE - Effective 1/1/2026

This schedule supersedes previously published fee schedules as of the effective date.

Multi-year contracts are subject to any subsequent changes in these rates.

ENGINEERING STAFF:	Fee Range
Assistant Engineer	$ 128.00 - $ 156.00
Associate Engineer	$ 149.00 - $ 180.00
Senior Engineer	$ 188.00 - $ 225.00
Principal Engineer	$ 235.00 - $ 295.00
Associate Structural Engineer	$ 148.00 - $ 178.00
Senior Structural Engineer	$ 187.00 - $ 225.00
Principal Structural Engineer	$ 235.00 - $ 275.00
Assistant Electrical,I&C Engineer	$ 134.00 $ 162.00
Associate Electrical,I&C Engineer	$ 169.00 $ 198.00
Senior Electrical,I&C Engineer	$ 208.00 $ 248.00
SPECIALISTS:	
Assistant Specialist	$ 107.00 - $ 127.00
Associate Specialist	$ 133.00 - $ 163.00
Senior Specialist	$ 170.00 - $ 208.00
Principal Specialist	$ 218.00 - $ 278.00
Assistant Biologist	$ 108.00 - $ 123.00
Associate Biologist	$ 128.00 - $ 155.00
Senior Biologist	$ 162.00 - $ 184.00
Principal Biologist	$ 192.00 - $ 232.00
Assistant Geologist/Hydrogeologist	$ 117.00 - $ 142.00
Associate Geologist/Hydrogeologist	$ 143.00 - $ 171.00
Senior Geologist/Hydrogeologist	$ 182.00 - $ 212.00
Principal Geologist/Hydrogeologist	$ 222.00 - $ 262.00
Principal Tunneling Consultant	$ 258.00 - $ 288.00
PLANNING STAFF	
Assistant Planner	$ 110.00 - $ 130.00
Associate Planner	$ 137.00 - $ 158.00
Senior Planner	$ 165.00 - $ 193.00
Principal Planner	$ 201.00 - $ 231.00
TECHNICAL STAFF:	
Assistant Technician	$ 96.00 - $ 113.00
Associate Technician	$ 120.00 - $ 144.00
Senior Technician	$ 150.00 - $ 178.00
CONSTRUCTION SERVICES:	
Associate Construction Manager	$ 146.00 - $ 166.00
Senior Construction Manager	$ 173.00 - $ 197.00
Principal Construction Manager	$ 207.00 - $ 237.00
Construction Inspector (PW)	$ 175.00 - $ 220.00
Construction Inspector - OT (PW)	$ 225.00 - $ 270.00
Construction Inspector - Dbl OT (PW)	$ 250.00 - $ 295.00
SUPPORT STAFF:	
Administrative Assistant	$ 86.00 - $ 106.00
Project Administrator	$ 100.00 - $ 126.00
Senior Project Administrator	$ 134.00 - $ 216.00
Intern	$ 76.00 - $ 91.00
SURVEYING SERVICES:	
Assistant Surveyor	$ 122.00 - $ 153.00
Licensed Surveyor	$ 173.00 - $ 213.00

		Prev. Wage (1)	Prev Wage OT (1)
1 Man Survey Crew	$ 205.00	$ 245.00	$ 270.00
2 Man Survey Crew	$ 315.00	$ 345.00	$ 370.00

(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)

EXPERT WITNESS / GIS TRAINING: As quoted.

TRAVEL TIME (for greater than 1 hour from employee's base office): $95/hr (unless the individual's rate is less)

PROJECT COSTS:

Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern Counties, other counties as quoted.

(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate