KERN NON-DISTRICTED LAND AUTHORITY

(FORMERLY KERN GROUNDWATER AUTHORITY)

3200 Rio Mirada Drive, Bakersfield, CA 93308
Meeting of the Board of Directors
February 23, 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. *January 26, 2026

5. **Financial Report**
   a. *Financial Report & Accounts Payables
   b. *Cash Call Request

6. **Administration (Jenny)**
   a. Executive Director Report
   b. *Demand Management Consultant Scope

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. *Common Interest Agreement
   b. Statewide Update

10. **New Business**

11. **Correspondence**

12. **Closed Session**

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 Regular Board Meeting Minutes
Kern Non-Districted Land Authority (KNDLA)
Monday, January 26, 2026, at 2:00 p.m.

JPA DISTRICT REPRESENTATIVES AND ALTERNATES PRESENT

Scott Spitzer, Arvin-Edison WSD
Amrit Mangat, Buena Vista WSD
Spencer Birch, Cawelo WD
Barry Watts, Rosedale-Rio Bravo WSD
Kris Lawrence, SWID 7th Standard Annex
Dan Waterhouse, Semitropic WSD
Andrew Hart, Kern Tulare WD
Eric McDaris, Kern Water Bank
Gary Morris, West Kern WD
Brian Grant, Olcese WD
Dave Hampton, North Kern WSD
Kevin Antongiovanni, Kern Delta WD
Kris Lawrence, Shafter-Wasco ID
Eric Averett, Kern County Water Agency
Brandon Morris, SSJMUD
Dolores Salgado, Tejon Castiac
Rob Goff, Westside
Colby Fry, Wheeler Ridge
Wes Shryock, KCWA ID4
Debbie Wise
Devon Yurosek

JPA DISTRICT REPRESENTATIVES AND ALTERNATES BY TELECONFERENCE

Chad Hathaway
Devon Yurosek
Donna Semar
Tim Ashlock

OTHERS PRESENT/ PARTICIPATING

Rachelle Echeverria, Rosedale-Rio Bravo WSD
Valerie Kincaid,
Jenny Holtermann, KNDLA
Taylor Blakslee, EWMA
Steven Teglia, KDWD
Jeevan Muhar, AEWSD
Trent Taylor, RRB
Dan Bartel, RRB
Dave Halopoff, Cawelo WD

OTHERS VIRTUAL

Alan Doud
Alana Goodell
Greg Hammett
Jamie Marquez
Jason Grass
Joe Butkiewicz
Larry Rodriguez
Lauren Bauer
Morgan Campbell
Ryo Takanashi
Skye Grass

1. **Roll Call**
   Chairman Watts called the meeting to order at 2:01 p.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 Waterhouse and seconded by Director Hart to approve the minutes of December 15, 2025, regular board meeting. Director Goff 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 Hart and seconded by Director Salgado to approve the financial report and authorize payment of disbursements as presented. Motion was carried unanimously.

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, annual report work submittal, form 700's, and Subbasin update on cost share discussion.
   b. **Provost & Pritchard Technical Scope**
      Ms. Holtermann reviewed the technical scope from Provost and Pritchard's for the overages of the 2025 work completed. A motion was made by Director Hart and seconded by Director Birch to approve the overages. Motion was carried unanimously.
      Ms. Holtermann also reviewed the 2026 scope of work for Provost & Pritchard technical assistance work. Motion was made by Director Hart and seconded by Director Wise to approve the 2026 scope. The motion was passed unanimously.
   c. **Demand Management Consultant Scope**
      Mr. Teglia informed the board that the managers' ad hoc small group reached out to Provost & Pritchard with interest in developing a scope of work for a demand management tool.

7. **DWR Grant Administration**
   a. **Report on DWR Grant Administration**
      Chairman Watts updated the board on the progress report #13 that was signed in December to wrap up the grant in 2026.

8. **County of Kern Participation**
   a. **Kern County Participation Ad hoc Committee Report**
      No report was provided.

9. **Legal**
   a. **Statewide Update**
      Ms. Kincaid reported on a Department of Water Resources subsidence Best Management Practices report, issuing guidance on new updates and plans. Ms. Kincaid informed the board of lawsuits throughout the North State on GSP approvals. She discussed Annual Reports being due in April in the surrounding basins, where some received warnings from the implementation not being completed. Kincaid discussed proposed legislation on temporary diversion of floodwater permits.

10. **New Business**

None.

11. Correspondence

12. Closed Session

a. Technical Assistance Application Review

Closed session commenced at 2:28 p.m. and concluded at 3:24 p.m. Chairman Watts reported the adoption of the KMEC recommendation.

13. Adjournment

A motion to adjourn was made by Director Hart and seconded by Director Salgado. The motion carried unanimously, and the meeting was adjourned at 3:25 p.m.

Respectfully submitted,

Jenny Holtermann

ANDREA R. HILL, CPA
An Accountancy Corporation

February 18, 2026

TO: Kern Non-Districted Land Authority

FROM: Andrea R. Hill CPA, AAC

SUBJECT: January 2026 Accountant's Report

DISCUSSION

Exhibit A is the Authority's unaudited financial statements on January 31, 2026. They include a Statement of Net Position as of January 31, 2026, and a Statement of Revenue and Expenses for the one month and one month ended January 31, 2026. 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 January 1, 2026, through January 31, 2026. There were $143,352.26 deposits during the month. Disbursements totaling $36,306.94 were issued during the month. The cash balance on January 31, 2026, was $186,868.33. There were no subsequent deposits as shown on **Exhibit C**.

The Accounts Receivable balance on January 31, 2026, was $222,788.37, which is from the retention of SGMA grant income as shown on **Exhibit D**.

Exhibit E is the details of Accounts Payable and Credit Card Payables for the month of January 2026, reflecting total payables on January 31, 2026, of $388,716.79. Currently, invoices totaling $146,601.62 are submitted for payment approval.

Kern Non-Districted Land Authority
Exhibit A - Statement of Net Position
As of January 31, 2026

	Jan 31, 26	
ASSETS		
Current Assets		
Checking/Savings		
Valley Strong Money Market		182,134.24
Valley Strong Savings		5.00
Valley Strong Checking		4,729.09
Total Checking/Savings		186,868.33
Accounts Receivable		
Accounts Receivable		222,788.37
Total Accounts Receivable		222,788.37
Total Current Assets		409,656.70
TOTAL ASSETS		**409,656.70**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		388,639.65
Total Accounts Payable		388,639.65
Credit Cards		
Valley Strong Visa		77.14
Total Credit Cards		77.14
Total Current Liabilities		388,716.79
Total Liabilities		388,716.79
Equity		
Net Assets		
GSP - SAA#4	60,124.65	
ITRC - SAA#1	(13,626.47)	
KGA - General	(10,781.21)	
KRGSA-RMC (Ph2)	24.69	
KRGSA-Todd GW	20.00	
Total Net Assets		35,761.66
Net Income		(14,821.75)
Total Equity		20,939.91
TOTAL LIABILITIES & EQUITY		**409,656.70**

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

Kern Non-Districted Land Authority
Exhibit A - Statement of Revenue & Expenses
January 2026

	Jan 26	Jan 26
Ordinary Income/Expense		
Income		
Grant - State	365,835.15	365,835.15
Investment Income	305.48	305.48
Total Income	366,140.63	366,140.63
Expense		
Administration		
Executive Director	3,201.15	3,201.15
Grant Administration	7,776.20	7,776.20
Total Administration	10,977.35	10,977.35
Office Supplies	77.14	77.14
Other Outside Services		
General Technical Support	3,946.19	3,946.19
Other Outside Services - Other	347,883.25	347,883.25
Total Other Outside Services	351,829.44	351,829.44
Professional - Accounting	1,104.95	1,104.95
Professional - Auditor	8,250.00	8,250.00
Professional - Legal	8,723.50	8,723.50
Total Expense	380,962.38	380,962.38
Net Ordinary Income	(14,821.75)	(14,821.75)
Net Income	**(14,821.75)**	**(14,821.75)**

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

Kern Non-Districted Land Authority
Exhibit B - Bank Activity
As of January 31, 2026

Type	Date	Num	Name	Debit	Credit	Balance
Valley Strong Money Market						74,781.98
Transfer	01/26/2026				36,000.00	38,781.98
Deposit	01/28/2026			143,046.78		181,828.76
Deposit	01/31/2026			0.00		181,828.76
Deposit	01/31/2026			305.48		182,134.24
Total Valley Strong Money Market				143,352.26	36,000.00	182,134.24
Valley Strong Savings						5.00
Total Valley Strong Savings						5.00
Valley Strong Checking						5,036.03
Bill Pmt -Check	01/23/2026	3290	Andrea R. Hill CPA AAC		1,371.25	3,664.78
Bill Pmt -Check	01/23/2026	3291	Dee Jaspar and Associates, Inc.		1,441.91	2,222.87
Bill Pmt -Check	01/23/2026	3292	Holtermann Consulting Corp		4,479.30	(2,256.43)
Bill Pmt -Check	01/23/2026	3293	Land IQ LLC		3,946.19	(6,202.62)
Bill Pmt -Check	01/23/2026	3294	Land IQ LLC		3,946.19	(10,148.81)
Bill Pmt -Check	01/23/2026	3295	Paris Kincaid Wasiewski LLP		7,811.00	(17,959.81)
Bill Pmt -Check	01/23/2026	3296	Provost & Pritchard Consulting Group		4,682.63	(22,642.44)
Bill Pmt -Check	01/23/2026	3297	Provost & Pritchard Consulting Group		8,628.47	(31,270.91)
Transfer	01/26/2026			36,000.00		4,729.09
Total Valley Strong Checking				36,000.00	36,306.94	4,729.09
TOTAL				**179,352.26**	**72,306.94**	**186,868.33**

Kern Non-Districted Land Authority
Exhibit B - Deposit Detail
January 2026

Type	Date	Name	Memo	Amount
Deposit	**01/28/2026**		**Deposit**	**143,046.78**
Payment	01/28/2026	State of ...		(143,046.78)
TOTAL				(143,046.78)
Deposit	**01/31/2026**		**Interest**	**305.48**
			Interest	(305.48)
TOTAL				(305.48)

Kern Non-Districted Land Authority
Exhibit B - Check Detail
January 2026

Type	Num	Date	Name	Paid Amount	Original Amount
Deposit		**01/31/2026**			**0.00**
TOTAL				0.00	0.00
Bill Pmt -Check	**3290**	**01/23/2026**	**Andrea R. Hill CPA AAC**		**(1,371.25)**
Bill	10481	12/17/2025		(1,371.25)	1,371.25
TOTAL				(1,371.25)	1,371.25
Bill Pmt -Check	**3291**	**01/23/2026**	**Dee Jaspar and Associates, Inc.**		**(1,441.91)**
Bill	25-01128	12/01/2025		(964.88)	964.88
Bill	25-01229	12/31/2025		(477.03)	477.03
TOTAL				(1,441.91)	1,441.91
Bill Pmt -Check	**3292**	**01/23/2026**	**Holtermann Consulting Corp**		**(4,479.30)**
Bill	Dec 2025	12/31/2025		(4,479.30)	4,479.30
TOTAL				(4,479.30)	4,479.30
Bill Pmt -Check	**3293**	**01/23/2026**	**Land IQ LLC**		**(3,946.19)**
Bill	7489	12/31/2025		(3,946.19)	3,946.19
TOTAL				(3,946.19)	3,946.19
Bill Pmt -Check	**3294**	**01/23/2026**	**Land IQ LLC**		**(3,946.19)**
Bill	7552	01/15/2026		(3,946.19)	3,946.19
TOTAL				(3,946.19)	3,946.19
Bill Pmt -Check	**3295**	**01/23/2026**	**Paris Kincaid Wasiewski LLP**		**(7,811.00)**
Bill	3071	12/31/2025		(7,811.00)	7,811.00
TOTAL				(7,811.00)	7,811.00
Bill Pmt -Check	**3296**	**01/23/2026**	**Provost & Pritchard Consulting Group**		**(4,682.63)**
Bill	126235	12/19/2025		(433.10)	433.10
				(4,154.46)	4,154.46
				(95.07)	95.07
TOTAL				(4,682.63)	4,682.63
Bill Pmt -Check	**3297**	**01/23/2026**	**Provost & Pritchard Consulting Group**		**(8,628.47)**
Bill	127179	12/31/2025		(613.11)	613.11
				(7,727.64)	7,727.64
				(287.72)	287.72
TOTAL				(8,628.47)	8,628.47

Kern Non-Districted Land Authority
Exhibit C - Subsequent Deposits
February 1 - 18, 2026

Type	Num	Date	Name	Amount

No Subsequent Deposits to Report

Kern Non-Districted Land Authority
Exhibit D - Accounts Receivable Detail
As of January 31, 2026

Type	Date	Num	Name	Open Balance
State of California - DWR (SGMA Grant)				
Invoice	01/27/2026	13	State of California - DWR (SGMA Grant)	222,788.37
Total State of California - DWR (SGMA Grant)				222,788.37
TOTAL				**222,788.37**

Exhibit E

Kern Non-Districted Land Authority

Accountant's Report - Accounts Payable detail as of January 31, 2026
and subsequent payables through 02/17/2026

Vendor	Description	Invoice #	Invoice Date	Invoice Amount	
Andrea R. Hill, CPA AAC	December accounting for January meeting & preparation of 2025 1099s	36143, 36215	1/31/2026	$ 1,104.95	
Barbich Hooper King Dill Hoffman LLP	Audit services thru January 2026	161288	1/31/2026	$ 8,250.00	
Holterman Consulting	January executive director services	Jan-26	1/31/2026	$ 3,201.15	
Paris Kincaid Wasiewski LLP	January service	3102	1/31/2026	$ 8,723.50	
Rosedale-Rio Bravo Water	Microsoft 365	2439	2/5/2026	$ 150.00	February
Land IQ LLC	SGMA services 1/1/25-9/30/25	6929	1/27/2026	$ 79,262.50	
Todd Groundwater	SGMA services March & April 2025	83501-425, 525	1/27/2026	$ 45,832.38	
Valley Strong Credit Union	January credit card statement		1/31/2026	$ 77.14	
	TOTAL PAYABLES REQUESTED AT THIS MEETING			$ 146,601.62	
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	
Provost & Pritchard	SGMA Implementation Grant	127618	1/31/2026	7,776.20	
				19,476.80	
Todd Groundwater	SGMA Implementation Grant	83501-525	1/27/2026	20,130.87	
Todd Groundwater	SGMA Implementation Grant	83501-625	1/27/2026	10,168.75	
Todd Groundwater	SGMA Implementation Grant	83501-725	1/27/2026	10,831.25	
Todd Groundwater	SGMA Implementation Grant	83501-825	1/27/2026	39,338.75	
Todd Groundwater	SGMA Implementation Grant	83501-925	1/27/2026	70,316.25	
Todd Groundwater	SGMA Implementation Grant	83501-1025	1/27/2026	72,002.50	
				222,788.37	
	PAYABLES/INVOICES ON HOLD pending Grant Proceeds			$ 242,265.17	
	TOTAL PAYABLES Outstanding at 2/17/26			$ 388,866.79	
	LESS FEBRUARY PAYABLES SUBMITTED FOR PAYMENT			(150.00)	
	TOTAL PAYABLES Outstanding at 01/31/26			$ 388,716.79	

KERN NON-DISTRICTED LAND AUTHORITY
1518 Milll Rock Way, Suite 100 Bakersfield, CA 93311
Phone: (661)477-8084
Email: jenny@kndla.org
Website: www.kndla.org

December 15, 2025

To: Board of Directors
Kern Non-Districted Land Authority
Agenda Item: 5b

From: Jenny Holtermann

Re: 2026 Budget Approval

Discussion:

		2025 KNDLA Budget	2025 KNDLA Actual as of Nov 1	2026 KNDLA DRAFT
ADMINISTRATION				
	Executive Director	$ 60,000.00	$ 45,747.67	$ 80,000.00
	General Administration Support	$ 10,000.00	$ 4,556.56	$ 5,000.00
	Insurance	$ 3,000.00	$ 2,705.00	$ 3,000.00
	Grant Administration	$ 30,000.00	$ 34,629.40	$ -
	Rent	$ -	$ -	$ -
	Outreach	$ -	$ 2,121.49	$ 20,000.00
	General Attorney Support	$ 103,102.00	$ 86,347.25	$ 100,000.00
	Accounting	$ 12,000.00	$ 10,783.75	$ 12,000.00
	Auditor	$ 6,500.00	$ 8,250.00	$ 3,000.00
	Website Hosting and Maintenance	$ 1,800.00	$ 1,335.20	$ 5,000.00
	Fees, Interest		$ 26.19	$ 100.00
	Communication		$ 199.25	$ 300.00
ADMIN SUBTOTAL		**$ 226,402.00**	**$ 196,701.76**	**$ 228,400.00**
TECHNICAL				
	Grant Outside Services		$ 3,134,247.01	$ -
	Subbasin Coordination			$ 40,000.00
	Land IQ irrigated			$ 10,200.00
	Land IQ non-irrigated			$ 37,200.00
	Water Quality/Level Sampling			$ 5,000.00

	Annual Report Support					$	10,000.00
	GIS			$	700.00	$	10,000.00
	General Technical Support	$	25,898.00	$	39,185.87	$	20,000.00
TECHNICAL SUBTOTAL		**$**	**25,898.00**	**$**	**3,174,132.88**	**$**	**132,400.00**
MITIGATION							
	Friant-Kern Mitigation			$	-	$	-
	Well Mitigation			$	-	$	280,000.00
MITIGATION SUBTOTAL						**$**	**280,000.00**
	KNDLA TOTAL EXPENSES	**$**	**252,300.00**	**$**	**3,370,834.64**	**$**	**640,800.00**

REVENUE	Landowner Assessment	$	-	$	-	$	-
	Member Contributions	$	252,300.00	$	262,300.00	$	360,800.00
	Grant			$	3,157,896.70	$	-
	SGMA Fees					$	-
	Investment Income			$	7,297.77		
	TOTAL REVENUE	**$**	**252,300.00**	**$**	**3,427,494.47**	**$**	**360,800.00**

	TOTAL PROFIT	**$**	**-**	**$**	**56,659.83**	**$**	**(280,000.00)**

	1/20 SPLIT ANNUALLY	**$**	**12,615.00**	**$**	**13,115.00**	**$**	**18,040.00**

PROVOST&PRITCHARD
CONSULTING GROUP

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www.provostandpritchard.com

February 19, 2026

Jenny Holtermann
Kern Non-Districted Land Authority (KNDLA)
1518 Mill Rock Way, Suite 100
Bakersfield, CA 93311

Subject: Proposal for Engineering Services for Kern Non-Districted Land Authority Groundwater Allocation and Use Policy, Kern County, California

Dear Ms. Holtermann,

Thank you for the opportunity to submit this proposal to provide engineering services for the Kern Non-Districted Land Authority (KNDLA). This proposal presents our understanding of KNDLA's current situation, outlines a recommended initial scope of services together with associated fees, deliverables, and approximate schedule, and discusses assumptions and potential additional services as the effort proceeds.

PROJECT UNDERSTANDING

Provost & Pritchard Consulting Group (P&P) understands that KNDLA was established to provide SGMA governance and implementation for non-districted ("white land") areas within the Kern Subbasin following Kern County's decision to step away from its previous role as the SGMA backstop. KNDLA now operates under a revised Joint Powers Agreement with participation from multiple GSAs and representatives of non-districted landowners.

As part of the Kern Subbasin Groundwater Sustainability Plan (GSP), KNDLA is currently represented by a placeholder Project and Management Action (PMA) calling for a gradual ramp-down of groundwater use to native yield by 2040, beginning in approximately 2030. With the Subbasin having exited the pre-probationary pathway and now transitioning into implementation under DWR oversight, KNDLA must move beyond placeholder language and begin defining implementable policies, water budget methodologies, and administrative frameworks. Specifically, KNDLA would like to develop a groundwater allocation policy framework suitable for future implementation..

KNDLA faces several unique challenges relative to typical GSAs, including:

- A land base dominated by rangeland with a comparatively small but important irrigated acreage component.
- Highly fragmented, non-contiguous geography dispersed across Kern County.
- A mix of agricultural, rangeland, domestic, and incidental groundwater uses.
- The presence of limited non-groundwater supplies (e.g., produced water or recycled/effluent supplies) in select areas.
- The need to develop funding and assessment mechanisms for landowners who have historically not been assessed.

KNDLA has requested that P&P assist in the first phase of the Groundwater Allocation and Use Policy, which includes developing options and alternatives for a groundwater allocation policy. This initial phase, called the Groundwater Allocation Options Analysis, is intended to inform future implementation phases without committing KNDLA prematurely to a specific allocation or assessment structure.

Completion of Phase 1 will allow the KNDLA Board to evaluate policy options in a structured manner before committing resources or initiating outreach, assessment, or implementation actions.

SCOPE OF SERVICES

The proposed scope of work for this proposal includes the first phase of the Groundwater Allocation and Use Policy and is described below.

PHASE 1: GROUNDWATER ALLOCATION OPTIONS ANALYSIS

P&P will provide technical and policy-support services to assist KNDLA in defining feasible, defensible approaches for the Groundwater Allocation and Use Policy. This phase focuses on identifying and evaluating policy alternatives and does not include selection, adoption, or implementation of a final allocation policy. Tasks under this phase include:

- Review of relevant background materials, including:
    - Kern Subbasin GSP provisions applicable to KNDLA.
    - Existing PMAs related to non-districted lands.
    - Available water demand and water budget data.
    - Available basin-wide native yield assumptions and analysis.
    - Other allocation methods being considered or adopted within Kern Basin, and allocation methods used in two other areas outside of the Kern Subbasin. Up to four of these methodologies will be described in the report.
- Identify and describe policy and management alternatives for a groundwater allocation program, including the following:
    - Identify land use categories (irrigated, rangeland, urban, industrial, etc.).
    - Define 'Irrigated Land' (based on frequency and recency of irrigation).
    - Identify Management Areas. Delineate management areas based on criteria such as irrigated, non-irrigated, urban, Eastside Water Management Area (EWMA), etc.
    - Native Yield Distribution. Distribute native yield among different land use or water user types. Distribute equally or with consideration of land use, historical demands, or other methods. Document anticipated long-term supply for each land use category based on previous water budget analyses.
    - Imported water. Rules for use of imported water (produced water, recycled water) for demand offset
    - Carryover Water. Discussion regarding whether unused allocations, if any, can be carried over each year, storage period allowed, initial and annual losses, and maximum storage amount.
    - Water Transfers. Potential rules and considerations for temporary or permanent groundwater transfers, and where they are allowed (i.e. contiguous properties)
    - De minimis Users. Definition of De minimis pumpers, threshold for monitoring, threshold for assessments, groundwater allocation, and groundwater impact to other areas from De minimis pumping.
    - Curing Policy. Potential policy allowing landowners to cure over-pumping in a certain period to reduce or eliminate penalties.

  - Leave Behind Contingency. Potential policy requiring a small, mandatory percentage of the native yield be left in the ground to account for unintentional over pumping, and later reallocated at the end of the year.
  - Ramp Down Policy. Policy for planned ramp down from 2030 to 2040. How is ramp down distributed (evenly each year or graduated)? Determination of baseline water usage for 2030.
  - Water Exports. Potential policy on exporting water supplies.
  - Precipitation. Define how effective precipitation is accounted for within the allocation framework, if it is covered with Land IQ data, if it is credited based on actual data each year or based on a rolling average, etc.
- High level discussions of scope of work for three subsequent phases, which are anticipated to include: 1) Develop Groundwater Allocation Policy; 2) Funding Development; and 3) Groundwater Allocation Implementation
- Preparation of a written Options Analysis Memorandum summarizing alternatives, tradeoffs, and implementation considerations.
- Participation in meetings with KNDLA management and an ad hoc working group to review and refine materials prior to Board consideration. Present results of the study to the Board for consideration.
- Preparation of a board-ready presentation summarizing the options and decision points.
- Coordination with KNDLA legal counsel as requested by KNDLA.

Future Phases

Development of the Groundwater Allocation and Use Policy is envisaged to include four phases, with the first phase described above in the Scope of Work. The three subsequent phases are briefly described below to provide a high-level picture of the long-term project.

Phase 2: Develop Groundwater Allocation Policy. Using the options outlined in Phase 1, identify the best alternatives for a groundwater allocation framework through outreach efforts and negotiations. Prepare outreach policy document with assistance from legal counsel, which will outline the groundwater allocation rules and policies and additional sections on monitoring, reporting, compliance, enforcement, record keeping, appeals, policy updates, etc.

Phase 3: Funding Development. Develop funding sources for agency administration, management, monitoring, and groundwater allocation tracking and enforcement. Work would include identifying long-term water management needs and costs and securing funding through Proposition 26 or a Proposition 218 election.

Phase 4: Groundwater Allocation Implementation. Prepare a database for tracking groundwater pumping and allocations, develop administrative rules and regulations, perform a 1-year dry run of the groundwater allocation policy, perform public outreach, and launch and implement the program.

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services described above in Phase 1 – Groundwater Allocation Options Analysis on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These services will be invoiced monthly as they are accrued, and our total fees, inclusive of reimbursable expenses, will not exceed **$34,000** for Phase 1 without additional authorization. If it appears we will approach this not-to-exceed amount, we will notify KNDLA in writing before doing so and will not continue work beyond the authorized amount without written approval.

SCHEDULE

Upon receipt of an executed copy of this Proposal and the Consultant Services Agreement, and authorization to proceed, P&P anticipates completing the Phase 1 - Options Analysis Memorandum and draft presentation within approximately **10 to 14 weeks**. Review time by KNDLA management, legal counsel, and the Board is beyond our control. Revisions following review comments can typically be completed within **1 to 2 weeks,** depending on the extent of comments received.

ASSUMPTIONS

This proposal includes the following assumptions:

- This proposal is based on information discussed during meetings with KNDLA representatives in January 2026.
- The analysis will be based on the 'Operational Water Budget Summary' covering 1995 to 2023 for both KNDLA and EWMA. It is assumed that a detailed geographical breakdown of domestic, industrial and small-system water use is available. It is assumed that no new water budget analyses will be needed, other than processing and evaluation of this existing data.
- While Phase 1 includes consideration of lands within the EWMA, policy options will distinguish between KNDLA-wide applicability and EWMA-specific considerations, recognizing EWMA's associate-member status and potential future transition to a standalone GSA. The EWMA may be excluded in later phases of the work.
- The work does not include new groundwater modelling, or re-analysis of native yield.
- Items to be provided by the Client:
    - Access to relevant GSP materials and PMA documentation.
    - Access to available Land IQ datasets and mapping, and previous water budget analyses.
    - Coordination with legal counsel as needed.

ADDITIONAL SERVICES

The following services are not included in this proposal but may be provided under separate authorization:

- Work to complete the three other project phases described above, which includes developing a groundwater allocation policy document, securing funding, development of a database, and implementation of a groundwater allocation policy.
- Public outreach.

TERMS AND CONDITIONS

In order to convey a clear understanding of our mutual responsibilities under this proposal, our Consultant Services Agreement is attached. Please sign both of these documents and mail or email a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Respectfully,
Provost & Pritchard Consulting Group

Owen Kubit, RCE 66552
Project Manager

Jeffrey Eklund, RCE 75680
Director of Operations

TERMS AND CONDITIONS ACCEPTED

By Kern Non-Districted Land Authority

_____

Signature

_____

Printed Name

_____

Title Date

PROVOST&PRITCHARD
CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

Project Manager: OK
Prepared by: VMB

CONSULTANT SERVICES AGREEMENT

CSA NO: 26-009

Kern Non-Districted Land Authority Client/Agency	26-009 Proposal No.
Jenny Holtermann Attention	 Telephone
Kern Non-Districted Land Authority Bill to	 Fax
1518 Mill Rock Way, Suite 100 Billing Address	jenny@kndla.org Email
Bakersfield, CA 93311 City, Zip Code	
Groundwater Allocation and Use Policy Project Title	Kern County, California Location

DESCRIPTION OF SERVICES

Refer to the "Proposal for Engineering Services for Kern Non-Districted Land Authority Groundwater Allocation and Use Policy, Kern County, California," dated February 19, 2026.

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.

Kern Non-Districted Land Authority	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
	Jeffrey Eklund
By	**By**
	Jeffrey Eklund
Name	**Name**
	Director of Operations
Title	**Title**
	2/19/2026
Date Signed	**Date Signed**

PROVOST&PRITCHARD
CONSULTING GROUP

External Use

STANDARD FEE SCHEDULE - Effective 1/1/2026

The rates outlined herein are effective for the period January 1, 2026 through December 31, 2026. Such rates will be adjusted annually on January 1 of each subsequent year. Such adjustment shall be mutually agreed upon by the Client and Consultant and shall be reflective of then current market conditions.

	Fee Range
ENGINEERING STAFF:	
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	$ 170.00 - $ 200.00
Senior Electrical,I&C Engineer	$ 210.00 - $ 250.00
Principal Electrical,I&C Engineer	$ 260.00 - $ 300.00
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	$ 148.00 - $ 172.00
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)	$ 183.00 - $ 228.00
Construction Inspector - OT (PW)	$ 233.00 - $ 278.00
Construction Inspector - Dbl OT (PW)	$ 260.00 - $ 305.00
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	$ 215.00	$ 255.00	$ 280.00
2 Man Survey Crew	$ 335.00	$ 360.00	$ 380.00

(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): $100/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.