Board Members
Richard Valle
Doug Verboon
Rusty Robinson
Robert Thayer
Kimber Regan

MID-KINGS RIVER
GROUNDWATER SUSTAINABILITY AGENCY

Staff
Chuck Kinney, General Manager
Laurie Avedisian-Favini, General Counsel
Catherine Venturella, Clerk

Special Meeting Agenda

Date: **Tuesday, March 24, 2026**
Time: **1:00 p.m.**
Place: **BOARD OF SUPERVISORS CHAMBERS, Kings County Government Center**
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ website: https://www.midkingsrivergsa.org

The meeting can be attended on the Internet by clicking this link:
https://teams.microsoft.com/meet/28779315605080?p=FPMe07Qgb0cbAX3CHf

or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the Microsoft Teams meeting link information. Members of the public attending via Microsoft Teams will have the opportunity to provide public comment during the meeting. Remote Microsoft Teams participation for members of the public is provided for convenience only. In the event that the Microsoft Teams connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. *Microsoft Teams will be available for access at 12:55 p.m.*

Members of the public who wish to view/observe the meeting virtually can do so on the internet at: www.countyofkingsca.gov and click on the "Join Meeting" button or by clicking this link:
https://youtube.com/live/3cxv67ynjsU?feature=share

**Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments may become part of the administrative record of the meeting. Comments will not be read into the record, only the names of those who have submitted comments will be read. Written comments should be directed to bosquestions@co.kings.ca.us email by 8:00 a.m. on the morning of the noticed meeting to be included in the record, those comments received after 8:00 a.m. may become part of the record of the next meeting. E-mail is not monitored during the meeting. To submit written by U.S. Mail to: Kings County Board of Supervisors, Attn: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

1:00 PM **CALL TO ORDER**
ROLL CALL – Clerk
PLEDGE OF ALLEGIANCE

UNSCHEDULED APPEARANCES

This is an opportunity for members of the public to address the Board on items of interest within the Board's jurisdiction, and which are not already on the agenda. The Board will not answer questions impromptu, and concerns or complaints will be referred to appropriate staff. For items which are on the agenda, members of the public will be provided with an opportunity to address the Board as each item is brought up for discussion. Speakers should limit their comments to not more than two (2) minutes.

APPROVAL OF MINUTES

A. Approval of the minutes from the special meeting for February 17, 2026.

CONSENT CALENDAR

All items listed under the consent calendar are considered routine and will be enacted by one motion. If a Board member has questions, requests additional information, or wishes to comment on an item, the vote should not be taken until after questions have been addressed or comments made, and the public has had an opportunity to comment on the Consent Calendar items.

REGULAR CALENDAR

A. Stakeholder Advisory Committee update – Garrett Gilcrease, Chairperson
B. Consider entering into an agreement with MLJ Environmental for an online portal service – Chuck Kinney, General Manager
C. Consider entering into an agreement with MLJ Environmental for website design services – Chuck Kinney, General Manager
D. Consider entering into an agreement with Provost & Pritchard Engineering Group for services related to public outreach, election facilitation, and preparation of an engineers report for a Prop 218 election – Chuck Kinney, General Manager
E. Update on meetings which have been held with State Staff and consider making a request for assistance to the State Water Board – Amer Hussain, Engineer
F. Update on GSA related activities – Amer Hussain, Engineer

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

On their own initiative, Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

- Board Correspondence
- Correspondence and Information on Future Agenda Items

CLOSED SESSION

- **None**

ADJOURNMENT

The next regular meeting is scheduled for April 14, 2026 at 1:00PM.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mid-Kings River GSA office at (559) 852-2362 by 9:00 a.m. on the Monday prior to this meeting.

Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.

Board Members
Richard Valle
Doug Verboon
Rusty Robinson
Robert Thayer
Kimber Regan

MID-KINGS RIVER
GROUNDWATER SUSTAINABILITY AGENCY

Staff
Chuck Kinney, General Manager
Laurie Avedisian-Favini, General Counsel
Catherine Venturella, Clerk

Special Meeting Action Summary

Date: **Tuesday, February 17, 2026**
Time: **1:00 p.m. or soon there after**
Place: **BOARD OF SUPERVISORS CHAMBERS, Kings County Government Center**
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ website: https://www.midkingsrivergsa.org

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https://youtube.com/live/xq6YhPiLPPs?feature=share

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1:00 PM **CALL TO ORDER**
ROLL CALL – Clerk
PLEDGE OF ALLEGIANCE
RICHARD VALLE, DOUG VERBOON, RUSTY ROBINSON, ROBERT THAYER, KIMBER REGAN
ALL MEMBERS PRESENT

ELECTION OF OFFICERS – Chairperson and Vice Chair for Calendar Year 2026
A MOTION WAS MADE BY SUPERISOR VALLE TO NOMINATE SUPERVISOR ROBINSON AS CHAIRMAN AND SUPERVISOR VERBOON AS VICE CHAIRMAN. THE MOTION WAS SECONDED BY SUPERVISOR ROBINSON. THE NOMINATIONS WERE CLOSED. THE VOTES WERE AS FOLLOWS: (RV, RR, DV, RT, KR – Aye)

UNSCHEDULED APPEARANCES

This is an opportunity for members of the public to address the Board on items of interest within the Board's jurisdiction, and which are not already on the agenda. The Board will not answer questions impromptu, and concerns or complaints will be referred to appropriate staff. For items which are on the agenda, members of the public will be provided with an opportunity to address the Board as each item is brought up for discussion. Speakers should limit their comments to not more than two (2) minutes.

Desarae Woodworth here to provide the Board with an update regarding Alta Irrigation District. They will not be giving a recharge credit.

Chip Mello, Stakeholder Advisory Committee Member, commented on having an issue with the bidding process and not being able to know pricing in this process.

APPROVAL OF MINUTES

A. Approval of the minutes from the special meeting for December 16, 2025.
PUBLIC: NONE
ACTION: APPROVED AS PRESENTED (DV, RV, RT, RR, KR - Aye)

CONSENT CALENDAR

All items listed under the consent calendar are considered routine and will be enacted by one motion. If a Board member has questions, requests additional information, or wishes to comment on an item, the vote should not be taken until after questions have been addressed or comments made, and the public has had an opportunity to comment on the Consent Calendar items.

REGULAR CALENDAR

A. Stakeholder Advisory Committee update – Garrett Gilcrease, Chairperson
PUBLIC: NONE
ACTION: INFORMATION ONLY. NO OFFICIAL ACTION TAKEN.

B. Consider an amendment of the Mid-Kings River GSA JPA – Chuck Kinney, General Manager
PUBLIC: NONE
ACTION: APPROVED AS PRESENTED (DV, RV, RT, RR, KR - Aye)

C. Update on meetings which have been held with State Staff – Amer Hussain, Engineer
PUBLIC: NONE
ACTION: INFORMATION ONLY. NO OFFICIAL ACTION TAKEN.

D. Update and direction on the Pilot Well mitigation project – Amer Hussain, Engineer
PUBLIC: NONE
ACTION: APPROVE AS PRESENTED (DV, RT, RV, RR, KR – Aye)

E. Consider adopting a Resolution to modify the Well Mitigation program for the Mid Kings River GSA – Amer Hussain, Engineer
PUBLIC: NONE
ACTION: APPROVE AS PRESENTED (DV, RV, RT, RR, KR – Aye)

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

On their own initiative, Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

- Board Correspondence
  NONE
- Correspondence and Information on Future Agenda Items
  NONE

CLOSED SESSION

- **None**

ADJOURNMENT

The next regular meeting is scheduled for May 10,2026 at 1:00PM.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mid-Kings River GSA office at (559) 852-2362 by 9:00 a.m. on the Monday prior to this meeting.

Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.

MID-KINGS RIVER
GROUNDWATER SUSTAINABILITY AGENCY

Date: March 24, 2026

To: Board of Directors
From: Chuck Kinney - General Manager

Subject: Consider approving the agreement with MLJ Environmental for an online platform service.

Background

The Mid-Kings River Groundwater Sustainability Agency (MKRGSA) released a Request for Qualifications (RFQ) on December 18, 2025 to solicit bids from qualified consultants to provide services to assist the GSA in the future development and implementation of an online platform which allows for the registration and monitoring of wells, and addresses other tracking and accounting needs of the GSA. Four proposals were submitted prior to 4:00 PM on January 20, 2026 from MLJ Environmental, 4 Creeks, Waterfind USA and ESA. At the February 10, 2026, special meeting of the Mid Kings River GSA Stakeholder Advisory Committee the Stakeholders received a presentation from each consultant and then reviewed and scored all of the responses to the RFQ, of which MLJ Environmental scored the highest out of the four proposals received. Following that date staff worked with MLJ Environmental to negotiate a price for the services proposed within the RFQ and the attached agreement was prepared for the MKRGSA Board's consideration. Following the closure of negotiations with MLJ Environmental, staff presented to the Stakeholder Advisory Committee the cost associated with the four proposals received (MLJ Environmental – Year 1: $120,759, Years 2-4: $39,893; 4 Creeks – Year 1: $164,946, Years 2-4: $82,208; Waterfind USA – Year 1: approximately $93,900; ESA – Year 1: $195,230) at their March 9th Stakeholder Advisory Committee meeting. It is important to note that of the four proposals received, all proposed slightly different scopes of work to meet the desired objective of the RFQ so when looking at the costs associated with each consultant it is not an apples to apples comparison. The attached agreement outlines the services which would be provided by MLJ Environmental over the next 3 years. The cost for this consulting services will run $120,759 in year 1, $39,893 in year 2 and $39,893 in the final year of this contract. Currently the Mid-Kings River GSA has not established any land based or water based fee's so the cost of this service would be paid for with funds from the County of Kings and the City of Hanford as outlined in Section 6.04 of the Joint Powers Authority Agreement. At such point in the future when fee's are established for the Mid-Kings River GSA then the cost of this service would be paid for from that funding source.

Request

The General Manager recommends that the Board of Directors accepts the recommendation from the Stakeholder Advisory Committee which scored MLJ Environmental as the most qualified to provide the requested services and approve entering into the attached agreement with MLJ Environmental to provide online platform service and authorize the General Manager to sign the agreement.

Agreement No. __

MID-KINGS RIVER GSA
AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on _____ ,2024, by and between the Mid-Kings River GSA and **MLJ Environmental,** a **California Limited Liability Company** ("Consultant") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, the Mid-Kings River GSA requires the design, development, testing and deployment of an online portal to register wells and other tracking and accounting needs;

WHEREAS, Consultant is ready, willing, able, and qualified to perform such services. NOW,

THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The Mid-Kings River GSA engages Consultant and Consultant shall do, perform, and carry out the services as set forth in **Exhibit A.**

2. RESPONSIBILITIES OF CONSULTANT

Consultant possesses the requisite skills necessary to perform the work under this Agreement and the Mid-Kings River GSA relies upon such skills. Consultant shall, at all times utilizing its ability, experience, and talent, faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the Mid-Kings River GSA's reasonable satisfaction. The Mid-Kings River GSA's acceptance of Consultant's work does not constitute a release of Consultant from its professional responsibility.

Consultant affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

Mid-Kings River GSA shall pay Consultant in accordance with the attached **Exhibit B.** Consultant is not entitled to, nor will Consultant receive any additional consideration, compensation, or other remuneration.

Upon approval of Mid-Kings River GSA, Mid-Kings River GSA shall pay Consultant monthly in arrears, up to the maximum amount reflected in **Exhibit B,** within thirty (30) days of receipt of timely invoices. Consultant shall submit invoices to Mid-Kings River GSA describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the

Mid-Kings River GSA. Invoices must be documented in such reasonable detail as required by the Mid-Kings River GSA's Auditor to determine the funds were expended for the intended purposes. Consultant shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the Mid-Kings River GSA reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Consultant, and upon approval of the Mid-Kings River GSA's representative, the Mid-Kings River GSA shall pay Consultant monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on the _____, 2026 and terminates on **June 30, 2027,** unless otherwise terminated in accordance with its terms.]

___ This Agreement may be extended by mutual consent of the Parties for two additional one-year terms.

5. RECORDS AND INSPECTIONS

Consultant shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Consultant shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and maintain the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. Mid-Kings River GSA shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to Mid-Kings River GSA.

6. AMENDMENTS

This Parties may modify this Agreement only by a written amendment signed by the Consultant and the Mid-Kings River GSA's Board of Directors ("Board") or other representative as authorized by the Board.

7. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision,

specifying the date of tennination. If the Mid-Kings River GSA's funding for services under this Agreement becomes unavailable, the Mid-Kings River GSA may tenninate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shal I allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the Mid-Kings River GSA may elect to cure the breach and Consultant shall bear all expenses incurred the Mid-Kings River GSA in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Consultant's obligations or liability to the Mid-Kings River GSA for damages sustained by the Mid-Kings River GSA because of the Consultant's breach, nor the Consultant's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain. Maintain. and Deliver Proof of Insurance. Without limiting the Mid-Kings River GSA's right of indemnification from Consultant or any third parties, Consultant shall purchase and maintain the insurance policies described below (the "Insurance Policy(ies)") prior to the commencement of work or execution of this Agreement. Consultant shall maintain the Insurance Policies throughout the term of this Agreement.

B. Consultant shall deliver an Endorsed Additional Insured page from Consultant's insurance carrier to the Mid-Kings River GSA guaranteeing said coverage to the Mid-Kings River GSA prior to execution of this Agreement, or commencing work. Consultant shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the Mid-Kings River GSA may have under the law.

C. Endorsement of Policies. Consultant shall cause each of the Insurance Policies to be endorsed designating the Mid-Kings River GSA and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Insurance Limits. Consultant shall obtain the Insurance Policies in the amounts set forth below:

1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars ($500,000) per person and One Million Dollars ($1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars ($100,000); or b) coverage with a combined single limit of One Million Dollars ($1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Consultant shall cause said Insurance Policy to be endorsed to waive the insurer's subrogation rights against the Mid-Kings River GSA.

4. Professional Liability covering Consultant's wrongful acts, errors, and omissions with limits not less than One Million Dollars ($1,000,000) per occurrence or claim, and Three Million Dollars ($3,000,000) annual aggregate limit.

E. Rating of Insurers. Consultant shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

G. Notice of Cancellation to the Mid-Kings River GSA and Payment of premiums. Consultant shall cause each of the Insurance Policies to be endorsed to provide the Mid-Kings River GSA with thirty (30) days' prior written notice of cancellation. The Mid-Kings River GSA is not liable for the payment of premiums or assessments on any Insurance Policies. Cancellation provisions in an Insurance Policy will not be construed in derogation of the continuing duty of the Consultant to maintain the Insurance Policies during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless Mid-Kings River GSA and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal

counsel's fees and costs but only to the extent Consultant is responsible for such damages, liabilities, and costs on a comparative basis of fault between Consultant and the Mid-Kings River GSA in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify the Mid-Kings River GSA for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Mid-Kings River GSA, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subConsultants of Consultant.

C. This indemnification specifically includes any claims that may be against the Mid-Kings River GSA by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The Mid-Kings River GSA's rights to indemnification are in addition to and shall not limit any other rights or remedies the Mid-Kings River GSA may have under law or this Agreement.

10. INDEPENDENT CONSULTANT

Consultant is an independent Consultant and not an agent, officer, or employee of the Mid-Kings River GSA. This Agreement is by and between two (2) independent Consultants and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Consultant shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and Mid-Kings River GSA, and the California Public Records Act, Government Code section 7920 et seq.

12. CONFIDENTIALITY

Consultant shall not use Mid-Kings River GSA's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Consultant shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third- party's request to disclose Confidential Information, Consultant shall promptly submit said request to Mid-Kings River GSA.

13. CONFLICT OF INTEREST

Consultant warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Consultant shall not employ, nor retain any such person during the term of this Agreement. Consultant is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Consultant has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Consultant shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONSULTANTS

Consultant shall include the following provisions from this Agreement in any and all agreements between Consultant and any subConsultants: a) Section 5, Records and Inspections; b) Section 8, Insurance;c) Section 9, Indemnification; d) Section 11, Compliance with Law; e) Section 12, Confidentiality; f) Section 13, Conflict of Interest; and g) Section 14, Nondiscrimination.

16. ASSIGNMENT

Consultant shall not assign this Agreement without first obtaining the written consent of the Mid-Kings River GSA, subject to any required state or federal approval. Assignment by Consultant of any monies due does not constitute an assignment of this Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The Mid-Kings River GSA owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Consultant prior to this Agreement's termination or upon completion of the work under this Agreement. Mid-Kings River GSA's reuse of any such materials in a manner other than originally intended is at the Mid-Kings River GSA's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

Mid-Kings River GSA
Chuck Kinney, General Manager
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

Consultant
Robert Cima,
Vice President
MLJ Environmental
2510 Venture Oaks Way, Suite 310
Sacramento, CA 95833

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings Mid-Kings River GSA, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Consultant waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral County, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. No THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the Mid-Kings River GSA and Consultant are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. ADA COMPLIANCE

Consultant shall comply with the Americans with Disabilities Act, Title II, and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

Consultant shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the Mid-Kings River GSA's ADA grievance procedures as set forth in Mid-Kings River GSA's ADA Self-Evaluation, Exhibit C.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the Mid-Kings River GSA or Consultant, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Consultant waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement.

27. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

MID-KINGS RIVER GSA

By: _____
Rusty Robinson, Chair

CONSULTANT NAME

By:
Robert Cima
Vice President

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Jennifer Thompson, Mid-Kings River GSA Counsel

By: _____
Deputy Mid-Kings River GSA Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work
Exhibit B: Compensation/Fees
Exhibit C: ADA Grievance Procedures

4937-7958-1824, v. 2

Exhibit A: Scope of Work

MLJ Environmental's approach for Mid-Kings River GSA is designed to deliver a secure, auditable, and user-friendly online platform for well registration, monitoring, groundwater accounting, and reporting under heightened State oversight.

Because Mid-Kings River GSA is operating in a probationary context, our approach emphasizes three priorities:

Data defensibility – establishing a single, authoritative system of record with clear audit trails and transparent workflows.

Operational usability – ensuring landowners can easily understand and comply with requirements while minimizing administrative burden on GSA staff.

Implementation certainty – sequencing work so that data, permissions, and workflows are validated before launch, reducing risk and rework.

The work is organized into twelve tasks that move the project from kickoff through configuration, training, outreach, and go-live. Early tasks focus on data ingestion, system setup, and deployment of Watermark CORE functionality to ensure readiness for the May 1 groundwater extraction reporting deadline. Later tasks address water accounting logic, notifications, reporting, training, and broader program adoption. This structure allows Mid-Kings River GSA to move forward in a deliberate and coordinated manner while staying aligned with regulatory requirements, timelines, and program objectives.

TASK 1 – PROJECT MANAGEMENT

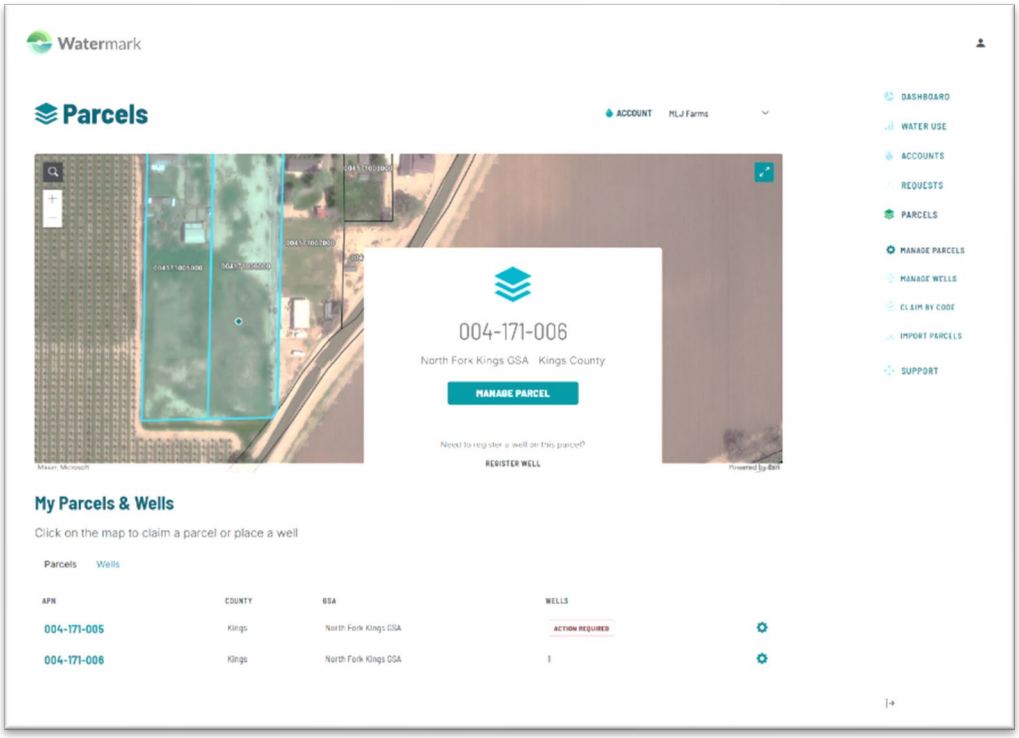
MLJ will initiate the project with a live kickoff meeting to introduce project teams, confirm roles and responsibilities, and align on what success looks like for both MLJ and Mid-Kings River GSA. During this kickoff, MLJ will identify primary points of contact and decision-makers on both sides and confirm how and when key decisions will be made throughout the project. Robert Cima will serve as MLJ's primary point of contact and will be responsible for overall coordination and communication.

Following kickoff, MLJ will publish a clear project schedule outlining major milestones, task ownership, required inputs, and review points. Routine check-ins will be held to track progress, resolve questions, and coordinate data needs. MLJ will provide concise status updates focused on upcoming actions, decisions required, and any risks to scope, schedule, or budget. Where risks or dependencies arise such as data availability or approval timing MLJ will surface them early with clear options and recommendations.

This approach is intentionally collaborative. Progress on MLJ's side will depend on timely data inputs and milestone approvals from Mid-Kings River GSA staff, and this shared responsibility will be clearly defined and reinforced throughout the project.

TASK 2 – GIS MAPPING & APPROVALS SETUP

MLJ's approach to GIS configuration focuses on getting the spatial data right early and keeping staff oversight where it matters most. Parcel and well layers will be reviewed and aligned at the start of the project to identify discrepancies that could affect registration, accounting, or reporting if left unresolved.



Watermark GIS Interface and Parcel Claiming

Where appropriate, MLJ will coordinate with the County to confirm that parcel layers are current and that ownership information aligns with available assessor data. This coordination helps ensure APNs used within Watermark reflect the most up-to-date parcel framework and reduces downstream reconciliation effort.

Watermark will be configured so that landowners can submit requests to adjust well locations through the platform, with those changes routed to GSA staff for review and approval prior to being applied. This ensures spatial accuracy for wells while preserving staff control over changes that affect compliance and reporting.

Parcel claiming and account association are handled through unique verification codes issued by the GSA, allowing landowners to securely claim parcels at account creation without requiring staff approval for each claim. This approach balances administrative efficiency with controlled access to parcel data.

The GIS framework is designed to support additional spatial layers over time, including evapotranspiration datasets or other mapping inputs selected by the GSA.

TASK 3 – DATABASE SETUP & DATA MIGRATION

MLJ approaches data migration as a validation exercise rather than a simple transfer of records. Existing well inventory and related datasets provided by Mid-Kings River GSA will be reviewed as they are imported to identify gaps, inconsistencies, or legacy issues that could affect registration, reporting, or compliance if left unaddressed.

Watermark's database will be configured using MLJ's established data architecture, which is designed to support well registration, groundwater accounting, reporting, and related regulatory data within a single platform. This includes accommodating water quality–related information where required by Mid-Kings River GSA, allowing those records to be associated with wells, parcels, and supporting documentation as appropriate.

While Watermark's architecture encompasses a broad range of common program needs, MLJ's experience shows that each GSA presents unique scenarios that emerge as data is reviewed in detail or as policies are operationalized. The platform is intentionally designed with this reality in mind and can accommodate refinements over time. Any database design changes or customizations beyond the agreed implementation scope would be identified as they arise and addressed separately in coordination with GSA staff.

This approach keeps the initial implementation focused and predictable while preserving flexibility to support evolving program requirements.

TASK 4 – SECURE USER ACCESS & ROLES

MLJ's role configuration approach is designed to reduce administrative burden on GSA staff while maintaining clear authority and data security. User roles will be structured so landowners can complete required activities such as registration, reporting, and payment without staff intervention, while staff retain visibility into submissions and control where review or approval is required.

Watermark supports delegated access, allowing landowners to grant limited permissions to lessees, operators, consultants, or other representatives. This reduces the need for staff to manage ad hoc access requests outside the platform and ensures responsibility for data entry remains with the appropriate parties.

Roles and permissions will be configured and tested in coordination with GSA staff prior to launch to confirm they reflect real-world workflows, policy intent, and operational needs. This validation step helps avoid access issues after go-live and ensures the system supports how the program is actually administered.

TASK 5 – CUSTOM REGISTRATION FORMS

MLJ's approach to registration forms balances completeness with usability. Rather than relying on generic templates, MLJ configures forms to reflect Mid-Kings River GSA requirements while keeping questions clear, concise, and logically sequenced for landowners.

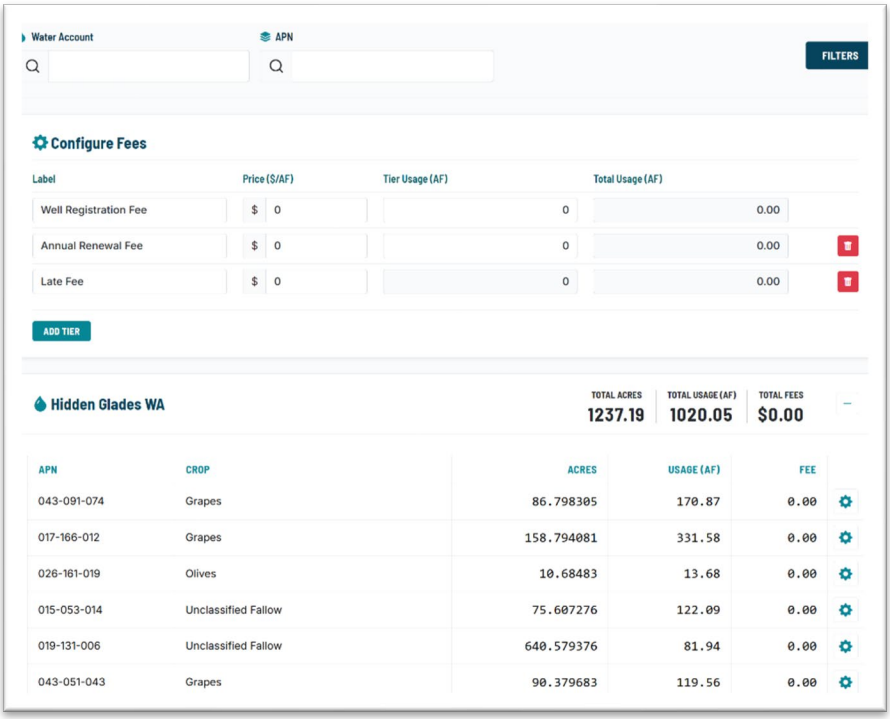
Mid-Kings River GSA has identified a need for a higher level of customization within registration forms. MLJ can accommodate these customizations and approaches them deliberately, recognizing that poorly designed forms increase confusion, incomplete submissions, and staff follow-up. Additional fields and requirements are integrated in a thoughtful manner to keep the interface lightweight and the overall experience intuitive, ensuring the platform remains easy to use rather than burdensome.

While this level of customization requires additional upfront effort, it is intended to reduce staff time over the life of the program by improving data quality at intake and minimizing downstream clarification, corrections, and manual intervention.

Behind the scenes, submitted forms follow defined review workflows that allow staff to focus attention on exceptions or incomplete records rather than rechecking every submission.

TASK 6 – PAYMENT INTEGRATION

MLJ will configure Watermark to integrate with a payment processor selected by Mid-Kings River GSA. MLJ can provide recommendations based on prior implementations and existing relationships, while the GSA retains final selection authority. The integration will support secure online payments and allow staff to record offline payments, such as checks, so all billing activity is captured within a single system of record.



Watermark Billing screen

Based on the information available in the requirements list, MLJ recognizes that billing and payment processing are often interpreted differently depending on agency workflows, accounting practices, and fee structures. While the requirements provide an initial framework, this task will require further discussion with GSA staff to confirm expectations and define the most appropriate implementation approach.

MLJ will work with the GSA to determine which billing functions should be handled directly within Watermark and which may be more effectively managed through functionality available within the selected payment processing platform. In some cases, leveraging native payment processor features such as statement generation, receipts, and transaction reporting can reduce implementation costs and simplify ongoing workflows, while maintaining clear linkage to records within Watermark.

Administrative billing functionality within the Watermark console will be configured accordingly. This includes visibility into charges and payments and the ability to export billing data for internal review and coordination with accounting systems.

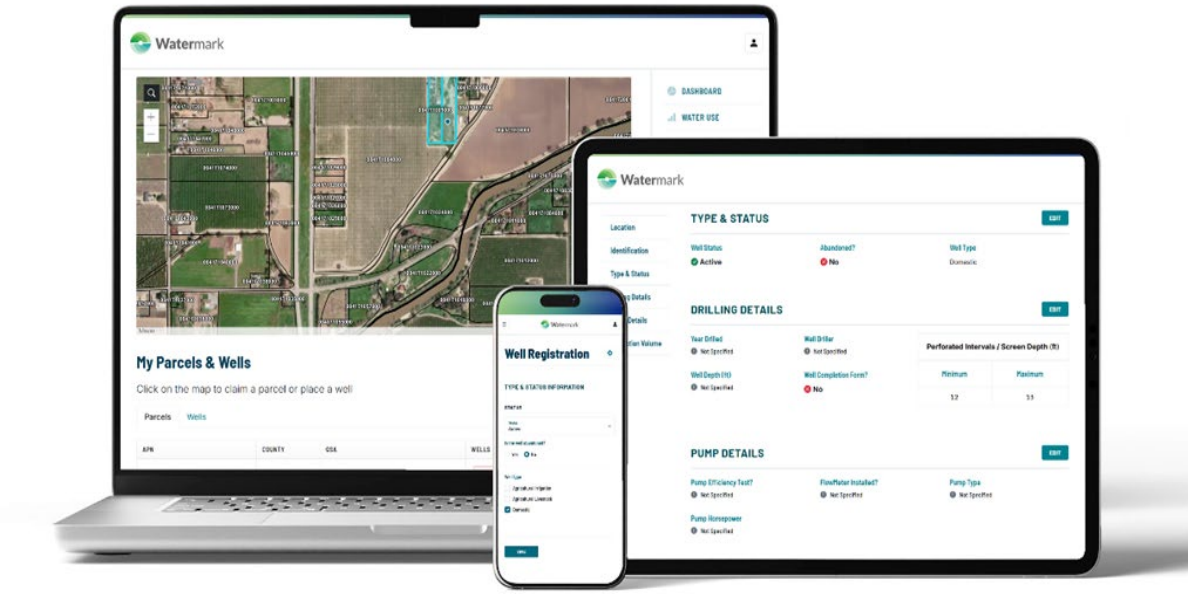
TASK 7 – WATER ACCOUNTING

Water accounting is treated as a foundational system function within Watermark. MLJ configures accounting logic to directly reflect Mid-Kings River GSA policies so calculations are

consistent, traceable, and defensible. Because water accounting rules vary significantly between GSAs, this task requires a clear and shared understanding of Mid-Kings River GSA's specific policy decisions, assumptions, and intended outcomes.

MLJ will work closely with GSA staff to review adopted policies, discuss edge cases, and walk through examples that illustrate how water use, allocations, adjustments, and credits should be applied in practice. These discussions are critical to ensuring that policy intent is accurately translated into system behavior. MLJ's experience across multiple GSAs has informed a flexible accounting framework within Watermark that can accommodate these differences, while still maintaining structure and auditability.

Rather than relying on spreadsheets or external calculations, Watermark maintains a ledger-style record of groundwater use, allocations, adjustments, and balances. Each accounting action is recorded explicitly, allowing both landowners and staff to see how balances are derived over time. This approach reduces disputes, improves transparency, and increases confidence in reported results.



Watermark application displayed on multiple devices

TASK 8 – CUSTOM NOTIFICATION SYSTEM

Watermark includes an existing notification framework that uses in-platform alerts and dashboard banners to highlight required actions and upcoming deadlines. Mid-Kings River GSA's requirements expand on this baseline functionality by requesting additional notification types and more granular targeting.

To meet these needs, MLJ will configure and extend the notification system to support email notifications, custom alert conditions, and account-specific messaging. Rather than issuing only GSA-wide notices, notifications can be triggered based on individual account status, missing information, or upcoming requirements. This requires custom logic to define notification triggers, timing, and recipient criteria in a way that aligns with Mid-Kings River GSA program rules.

MLJ will work with GSA staff to confirm which notifications are required, how they should be triggered, and how messaging should be prioritized. This customization effort is intended to ensure notifications are meaningful and actionable, rather than excessive or generic, and that they support compliance without overwhelming users.

TASK 9 – ADMINISTRATOR FUNCTIONALITY

MLJ designs administrative functionality around how GSA staff manage programs, rather than forcing workflows to conform to generic software assumptions. Administrative dashboards and search tools will be configured to allow staff to quickly identify missing information, overdue actions, incomplete submissions, and potential compliance issues across wells, parcels, and accounts.

Mid-Kings River GSA has identified expanded administrative needs related to review, tracking, and reporting. MLJ will configure and tailor administrative views to surface the most relevant information for staff, reducing the need to export data for routine monitoring or follow-up. This includes filters and views that allow staff to focus on exceptions and priority items rather than reviewing records individually.

Reporting and export tools will be structured to support Board updates, internal analysis, and State reporting. Reports will maintain clear traceability back to source data within Watermark, helping staff verify accuracy and respond confidently to external review. This approach reduces last-minute reporting effort and improves consistency across reporting periods.

TASK 10 - WATER QUALITY AND LEVEL MONITORING + REGULATORY COMPLIANCE FORMS

MLJ will configure Watermark to serve as a centralized repository for monitoring and regulatory data, reducing reliance on emails, shared drives, and spreadsheets. Forms and data fields will be structured to capture required information consistently across wells and parcels, with supporting documentation such as laboratory reports or field records uploaded and directly associated with the appropriate records.

Mid-Kings River GSA's requirements for water quality and monitoring data represent functionality that extends beyond Watermark's current feature set. This task involves designing and implementing new data structures, forms, and administrative views to support water quality and related regulatory information in a meaningful and defensible way. As a result, this work is treated as a customization effort rather than a standard configuration task.

MLJ brings over twenty years of experience working with water quality data through the Irrigated Lands Regulatory Program, as well as direct operational insight through MLJ's laboratory services. This experience informs how data should be structured, validated, and

presented to support efficient workflows for both users and administrators. A significant portion of the effort in this task is dedicated to designing a solution that stores and presents water quality data thoughtfully, rather than simply capturing information in static forms.

MLJ will work with GSA staff to confirm which data elements are required, how information will be submitted and reviewed, and how records should be accessed and reported over time. This collaborative design process is critical to ensuring the resulting functionality meets regulatory needs without creating unnecessary complexity for users or staff.

TASK 11 – CLIENT TRAINING

MLJ's training approach focuses on practical, real-world use of the platform rather than theoretical instruction. Training sessions are built around the types of situations GSA staff routinely encounter once a system goes live, including users unable to claim parcels, issues with verification codes, difficulty creating accounts, password resets, browser-related access problems, and requests to update well locations.

Training will walk staff through how these issues appear within Watermark, how to troubleshoot them efficiently, and when staff action is required versus when issues can be resolved by the user directly. This helps staff respond consistently and reduces frustration for both users and administrators.

MLJ will provide training materials designed to support these workflows and common scenarios. Materials will be tailored to Mid-Kings River GSA processes and can be reused as reference guides or onboarding tools for new staff. Live training sessions will be conducted to review administrative functions, answer questions, and confirm staff readiness prior to broader system use.

Watermark includes a Freshdesk-based support system that can be configured to align with Mid-Kings River GSA preferences. The GSA may choose to manage user support internally, or MLJ is available to assist with staff and user support on a time-and-materials basis. This flexibility allows the GSA to determine how support responsibilities are handled over time.

TASK 12 – OUTREACH AND GROWER ONBOARDING WORKSHOPS

MLJ's outreach and onboarding approach is designed to support participation and reduce early confusion during rollout. This task includes a combination of in-person and virtual training led jointly by MLJ staff and Mid-Kings River GSA staff to ensure consistency in messaging and policy interpretation.

As part of this task, MLJ has scoped the following outreach activities:

- **Two on-site, in-person onboarding workshops**, led by MLJ staff with participation from GSA staff, focused on walking landowners through registration, reporting, and common questions.
- **One virtual training session** to provide broader access and accommodate landowners unable to attend in person.

- **Development of training materials**, including step-by-step guides and reference materials tailored to Mid-Kings River GSA workflows.
- **Creation and distribution of branded outreach materials**, such as flyers with registration instructions and unique access codes, to support onboarding and participation.

Travel time, mileage, and any printing or material production costs will be billed on a time-and-materials basis, as final locations, quantities, and delivery methods will be coordinated with the GSA and confirmed during implementation.

This approach ensures landowners receive clear, consistent guidance while giving GSA staff visibility and support during the initial rollout period.

Exhibit B: Compensation & Fees

The costs shown in **Table 1** include time-and-materials for implementation, configuration, and customization of the Watermark platform, as well as annual Software-as-a-Service (SaaS) subscription fees.

MLJ Environmental maintains a standard professional services rate structure, reflected in the rate table labeled “MLJ Environmental Standard Rate Sheet (2026)”. For the Mid-Kings River GSA Watermark deployment, MLJ is offering a set of project-specific implementation rates that apply only to this initial software deployment, reflected in the rate table labeled “MLJ Environmental Implementation Rate Sheet (2026)”.

These project-specific rates reflect efficiencies gained through MLJ’s established Watermark implementations with neighboring and regionally coordinated GSAs, as well as MLJ’s familiarity with regional groundwater policies, data structures, outreach approaches, and implementation sequencing.

The reduced implementation rates apply only to services performed as part of the Mid-Kings River GSA Watermark deployment. Any additional services requested outside of this implementation scope, or work performed after system deployment, will be billed at MLJ’s standard professional services rates.

WATERMARK SAAS SUBSCRIPTION FEES

Watermark is provided as a Software-as-a-Service (SaaS) platform with annual subscription fees based on a per-acre pricing model. The $0.41 per-acre pricing included in this proposal is based on the total acreage of 97,300 acres provided in the RFQP. All annual fees and estimates are calculated using this acreage unless otherwise noted.

MLJ Environmental is prepared to offer two contract options to accommodate the GSA's budgeting and procurement preferences. A four-year agreement, aligned with the GSA's fiscal year from July 1, 2026 through June 30, 2030, would lock in the per-acre pricing detailed in this proposal for the full contract term, providing long-term cost stability and ensuring continued access to platform enhancements, support, and services. Alternatively, the GSA may elect to contract on an annual basis, with agreements renewed each fiscal year. Annual contracts are subject to pricing adjustments at the time of renewal.

The following services are included with the Watermark platform annual SaaS fees:

- Secure Cloud Hosting
- Up to 24 Hours/Year Customer Support

- Up to 24 Hours/Year Account Management

Table 1 - Total Costs for Watermark SaaS and Implementation/Customization Services

Task	Yearly Cost Breakdown			
	Fiscal Year 1 Cost	Fiscal Year 2 Cost	Fiscal Year 3 Cost	Fiscal Year 4 Cost
Watermark CORE Module ($0.25/acre) *Year 1 prorated based on phased deployment.*	$24,325	$24,325	$24,325	$24,325
Watermark Water Accounting Module ($0.16/acre) *Year 1 prorated based on phased deployment.*	$15,568	$15,568	$15,568	$15,568
SaaS Subtotal	***$39,893***	***$39,893***	***$39,893***	***$39,893***
Task 1 – Project Management	$9,995	$0	$0	$0
Task 2 – GIS Mapping & Approvals Setup	$7,650	$0	$0	$0
Task 3 – Database Setup & Data Migration	$7,236	$0	$0	$0
Task 4 – Secure User Access & Roles	$1,910	$0	$0	$0
Task 5 – Custom Registration Forms	$6,592	$0	$0	$0
Task 6 – Payment Integration	$14,276	$0	$0	$0
Task 7 – Water Accounting	$12,164	$0	$0	$0
Task 8 – Custom Notification System	$2,036	$0	$0	$0
Task 9 – Administrator Functionality	$7,136	$0	$0	$0
Task 10 – Water Quality & Level Monitoring + Compliance Forms	$16,944	$0	$0	$0
Task 11 – Client Training	$1,980	$0	$0	$0
Task 12 – Outreach and Grower Onboarding Workshops	$10,136	$0	$0	$0
Implementation & Customization Services Subtotal	***$98,055***	***$0***	***$0***	***$0***
Project Total	***$137,948***	***$39,893***	***$39,893***	***$39,893***

MLJ Rate Sheets

MLJ Environmental Implementation Rate Sheet (2026)

The rate sheet below are the rates used to build the implementation and customization services budget presented in **Table 1**.

MLJ Environmental will submit monthly invoices by the 15th of each month for the work performed in the prior month.

LABOR CLASSIFICATIONS	RATE PER HOUR
Principal	154
Senior Cloud Architect	150
Senior Developer	137
Senior Program Manager	136
Program Manager	149
Cloud Architect	127
Database Administrator	117
Senior Data Manager	121
Product Manager	124
Data Manager	93
Project Manager/Senior Staff	101
Business Analyst	110
QA Officer	107
Product Designer	113
GIS Specialist	99
Web Developer	99
Staff Scientist III	92
Junior Project Manager	75
Data Analyst II	85
GIS Analyst	90
Staff Scientist II	73
Data Analyst	90
GIS Technician	82
Groundwater Solutions Consultant	89
Data Associate	79
Staff Scientist	44
Administrative Assistant	92

OTHER DIRECT CHARGES	
Personal Vehicle Mileage	$0.725/mile*
Travel and Subsistence	Actual Cost
4-Wheel Drive Truck Rental	$135.00 per day
Truck Rental Less than 6 hours	$22.50 per hour
Meter Rentals	$30 - $90 per day

Black and White Printing ..... $0.05 each
Color Printing ..... $0.50 each
Scanning ..... $0.50 each

- Large Document Reproduction, Binding, *etc.* Subcontracted ..... Actual Cost + 10%
- Rented Vehicles, Tools, and Other Equipment (including fuel, *etc.*) ..... Actual Cost + 10%
- Express Delivery and Courier Services for Projects ..... Actual Cost + 10%

Online Database Access for Projects ..... Actual Cost + 10%

*Based on current IRS 2026 rates. May be adjusted per IRS notifications.

MLJ Environmental Standard Rate Sheet (2026)

The rate sheet below presents MLJ Environmental's standard professional services rates, which will apply to any services requested outside the defined scope of the Watermark implementation or after completion of the initial deployment.

MLJ Environmental will submit monthly invoices by the 15th of each month for the work performed in the prior month.

LABOR CLASSIFICATIONS	RATE PER HOUR
Principal	240
Senior Cloud Architect	240
Senior Developer	230
Senior Program Manager	230
Program Manager	220
Cloud Architect	207
Database Administrator	180
Senior Data Manager	180
Product Manager	180
Data Manager	170
Project Manager/Senior Staff	170
Business Analyst	160
QA Officer	160
Product Designer	160
GIS Specialist	150
Web Developer	145
Staff Scientist III	140
Junior Project Manager	140
Data Analyst II	140
GIS Analyst	135
Staff Scientist II /Data Analyst	130
GIS Technician	120
Groundwater Solutions Consultant	120
Data Associate	115
Staff Scientist	115
Administrative Assistant	100

MID-KINGS RIVER
GROUNDWATER SUSTAINABILITY AGENCY

Date: March 24, 2026

To: Board of Directors
From: Chuck Kinney - General Manager

Subject: Consider approving the agreement with MLJ Environmental for website services.

Background

The Mid-Kings River Groundwater Sustainability Agency (MKRGSA) released a Request for Qualifications (RFQ) on December 18, 2025 to solicit bids from qualified consultants to provide services to assist the GSA in the creation of a new dynamic website for the GSA. Two proposals were submitted prior to 4:00 PM on January 20, 2026 from MLJ Environmental and Provost & Pritchard. At the January 26, 2026, special meeting of the Mid Kings River GSA Stakeholder Advisory Committee the Stakeholders reviewed and scored all of the responses to the RFQ, of which MLJ Environmental scored the highest out of the two proposals received. Following that date staff worked with MLJ Environmental to negotiate a price for the services proposed within the RFQ and the attached agreement was prepared for the MKRGSA Board's consideration. Following the closure of negotiations with MLJ Environmental, staff presented to the Stakeholder Advisory Committee the cost associated with the two proposals received (MLJ Environmental – $25,732 and Provost & Pritchard - $9,763) at their March 9th Stakeholder Advisory Committee meeting. It is important to note that of the two proposals received, each proposed slightly different scopes of work to meet the desired objective of the RFQ so when looking at the costs associated with each consultant it is not an apples to apples comparison. The attached agreement outlines the services which would be provided by MLJ Environmental over the next 3 years. The cost for this consulting services will run $25,732 in year 1, $1,200 in year 2 and $1,200 in the final year of this contract. Currently the Mid-Kings River GSA has not established any land based or water based fee's so the cost of this service would be paid for with funds from the County of Kings and the City of Hanford as outlined in Section 6.04 of the Joint Powers Authority Agreement. At such point in the future when fee's are established for the Mid-Kings River GSA then the cost of this service would be paid for from that funding source.

Request

The General Manager recommends that the Board of Directors accepts the recommendation from the Stakeholder Advisory Committee which scored MLJ Environmental as the most qualified to provide the requested services and approve entering into the attached agreement with MLJ Environmental to provide website services and authorize the General Manager to sign the agreement.

Agreement No. __

MID-KINGS RIVER GSA
AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on _____ ,2026, by and between the Mid-Kings River GSA and **MLJ Environmental LLC,** a California limited liability company ("Consultant") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, the Mid-Kings River GSA requires website design services to develop and update the website;

WHEREAS, Consultant is ready, willing, able, and qualified to perform such services. NOW,

THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The Mid-Kings River GSA engages Consultant and Consultant shall do, perform, and carry out the services as set forth in **Exhibit A.**

2. RESPONSIBILITIES OF CONSULTANT

Consultant possesses the requisite skills necessary to perform the work under this Agreement and the Mid-Kings River GSA relies upon such skills. Consultant shall, at all times utilizing its ability, experience, and talent, faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the Mid-Kings River GSA's reasonable satisfaction. The Mid-Kings River GSA's acceptance of Consultant's work does not constitute a release of Consultant from its professional responsibility.

Consultant affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

Mid-Kings River GSA shall pay Consultant in accordance with the attached **Exhibit B.** Consultant is not entitled to, nor will Consultant receive any additional consideration, compensation, or other remuneration.

Upon approval of Mid-Kings River GSA, Mid-Kings River GSA shall pay Consultant monthly in arrears, up to the maximum amount reflected in **Exhibit B,** within thirty (30) days of receipt of timely invoices. Consultant shall submit invoices to Mid-Kings River GSA describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the

Mid-Kings River GSA. Invoices must be documented in such reasonable detail as required by the Mid-Kings River GSA's Auditor to determine the funds were expended for the intended purposes. Consultant shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the Mid-Kings River GSA reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Consultant, and upon approval of the Mid-Kings River GSA's representative, the Mid-Kings River GSA shall pay Consultant monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on the _____, 2026 and terminates on **June 30, 2027,** unless otherwise terminated in accordance with its terms.]

___ This Agreement may be extended by mutual consent of the Parties for two additional one-year terms.

5. RECORDS AND INSPECTIONS

Consultant shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Consultant shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and maintain the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. Mid-Kings River GSA shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to Mid-Kings River GSA.

6. AMENDMENTS

This Parties may modify this Agreement only by a written amendment signed by the Consultant and the Mid-Kings River GSA's Board of Directors ("Board") or other representative as authorized by the Board.

7. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision,

specifying the date of termination. If the Mid-Kings River GSA's funding for services under this Agreement becomes unavailable, the Mid-Kings River GSA may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the Mid-Kings River GSA may elect to cure the breach and Consultant shall bear all expenses incurred the Mid-Kings River GSA in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Consultant's obligations or liability to the Mid-Kings River GSA for damages sustained by the Mid-Kings River GSA because of the Consultant's breach, nor the Consultant's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain. Maintain. and Deliver Proof of Insurance. Without limiting the Mid-Kings River GSA's right of indemnification from Consultant or any third parties, Consultant shall purchase and maintain the insurance policies described below (the "Insurance Policy(ies)") prior to the commencement of work or execution of this Agreement. Consultant shall maintain the Insurance Policies throughout the term of this Agreement.

B. Consultant shall deliver an Endorsed Additional Insured page from Consultant's

insurance carrier to the Mid-Kings River GSA guaranteeing said coverage to the Mid-Kings River GSA prior to execution of this Agreement, or commencing work. Consultant shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the Mid-Kings River GSA may have under the law.

C. Endorsement of Policies. Consultant shall cause each of the Insurance Policies to be endorsed designating the Mid-Kings River GSA and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Insurance Limits. Consultant shall obtain the Insurance Policies in the amounts set forth below:

1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars ($500,000) per person and One Million Dollars ($1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars ($100,000); or b) coverage with a combined single limit of One Million Dollars ($1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Consultant shall cause said Insurance Policy to be endorsed to waive the insurer's subrogation rights against the Mid-Kings River GSA.

4. Professional Liability covering Consultant's wrongful acts, errors, and omissions with limits not less than One Million Dollars ($1,000,000) per occurrence or claim, and Three Million Dollars ($3,000,000) annual aggregate limit.

E. Rating of Insurers. Consultant shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

G. Notice of Cancellation to the Mid-Kings River GSA and Payment of premiums. Consultant shall cause each of the Insurance Policies to be endorsed to provide the Mid-Kings River GSA with thirty (30) days' prior written notice of cancellation. The Mid-Kings River GSA is not liable for the payment of premiums or assessments on any Insurance Policies. Cancellation provisions in an Insurance Policy will not be construed in derogation of the continuing duty of the Consultant to maintain the Insurance Policies during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless Mid-Kings River GSA and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Consultant is responsible for such damages, liabilities,

and costs on a comparative basis of fault between Consultant and the Mid-Kings River GSA in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify the Mid-Kings River GSA for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Mid-Kings River GSA, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subConsultants of Consultant.

C. This indemnification specifically includes any claims that may be against the Mid-Kings River GSA by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The Mid-Kings River GSA's rights to indemnification are in addition to and shall not limit any other rights or remedies the Mid-Kings River GSA may have under law or this Agreement.

10. INDEPENDENT CONSULTANT

Consultant is an independent Consultant and not an agent, officer, or employee of the Mid-Kings River GSA. This Agreement is by and between two (2) independent Consultants and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Consultant shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and Mid-Kings River GSA, and the California Public Records Act, Government Code section 7920 et seq.

12. CONFIDENTIALITY

Consultant shall not use Mid-Kings River GSA's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Consultant shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third- party's request to disclose Confidential Information, Consultant shall promptly submit said request to Mid-Kings River GSA.

13. CONFLICT OF INTEREST

Consultant warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Consultant shall not employ, nor retain any such person during the term of this Agreement. Consultant is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Consultant has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Consultant shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONSULTANTS

Consultant shall include the following provisions from this Agreement in any and all agreements between Consultant and any subConsultants: a) Section 5, Records and Inspections; b) Section 8, Insurance;c) Section 9, Indemnification; d) Section 11, Compliance with Law; e) Section 12, Confidentiality; f) Section 13, Conflict of Interest; and g) Section 14, Nondiscrimination.

16. ASSIGNMENT

Consultant shall not assign this Agreement without first obtaining the written consent of the Mid-Kings River GSA, subject to any required state or federal approval. Assignment by Consultant of any monies due does not constitute an assignment of this Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The Mid-Kings River GSA owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Consultant prior to this Agreement's termination or upon completion of the work under this Agreement. Mid-Kings River GSA's reuse of any such materials in a manner other than originally intended is at the Mid-Kings River GSA's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of America, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

Mid-Kings River GSA
Chuck Kinney, General Manager
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

Consultant

Robert Cima, Vice Presiden MLJ Environmental 2520 Venture Oaks Way, Suite 310 Sacramento CA 95833

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings Mid-Kings River GSA, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Consultant waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral County, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. No THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the Mid-Kings River GSA and Consultant are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. ADA COMPLIANCE

Consultant shall comply with the Americans with Disabilities Act, Title II, and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

Consultant shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the Mid-Kings River GSA's ADA grievance procedures as set forth in Mid-Kings River GSA's ADA Self-Evaluation, Exhibit C.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the Mid-Kings River GSA or Consultant, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Consultant waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement.

27. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

MID-KINGS RIVER GSA

By: _____ __
Rusty Robinson, Chair

CONSULTANT NAME

By: _____ __
Robert Cima, Vice President

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Jennifer Thompson, Mid-Kings River GSA
Counsel

By: _____ _
Deputy Mid-Kings River GSA Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work
Exhibit B: Compensation/Fees
Exhibit C: ADA Grievance Procedures

4937-7958-1824, v. 2

Exhibit A: Scope of Work

MLJ's approach to the Mid-Kings River GSA website is informed by how GSAs actually use public websites during periods of program change. In our experience, the website often becomes the first place landowners and members of the public look for answers, well before new platforms or reporting tools are fully deployed. As a result, the website must function as a clear communication tool first, and a technical platform second.

We understand that Mid-Kings River GSA is rolling out new requirements and systems that will raise questions from growers, operators, and other stakeholders. By developing the website early and in coordination with related efforts such as Watermark and potential well mitigation programs, the site can be used proactively to explain what is coming, what to expect, and where to go for reliable information. This reduces confusion, limits misinformation, and helps staff manage inquiries more efficiently.

MLJ has taken this approach with other GSAs and regional water programs, where websites serve as a central reference point for mailed notices, outreach materials, and public meetings. We design sites that are intentionally simple, easy to navigate and manage content, and written for real users rather than technical audiences. The emphasis is on clarity, consistency, and ease of access.

From a technical standpoint, MLJ prioritizes lightweight, accessible, and responsive design. We recognize that many users access GSA websites from rural areas with limited bandwidth or mobile connections. Pages are structured to load quickly, avoid unnecessary complexity, and remain usable across devices. At the same time, the underlying structure is built to accommodate future expansion. As programs evolve, the site can support additional content, interactive features, or links to platforms such as Watermark or other systems, even if those elements are not included in the initial scope.

The work is organized into three tasks that reflect how we deliver these projects efficiently, from coordination and planning, through website development, and into deployment, testing, and staff handoff.

TASK 1 – PROJECT MANAGEMENT

MLJ will manage the website effort with a focus on clear sequencing, realistic pacing, and alignment with Mid-Kings River GSA's broader program rollout. The project will begin with a kickoff meeting to confirm goals, timelines, content priorities, and roles, and to align expectations around how the website will support near-term outreach needs as well as longer-term refinement.

Project management will follow a two-release approach. The first release will be coordinated with the initial Watermark CORE rollout and will prioritize timely delivery of key messaging, well registration information, and outreach content needed to support early engagement and upcoming requirements. This allows the GSA to have a functional, public-facing website available quickly, even within a tight implementation window.

The second release will focus on refinement, expanded content, and additional enhancements informed by staff input and early user feedback. This phased approach reflects MLJ's experience delivering effective GSA websites under compressed timelines while avoiding rushed decisions that are difficult to unwind later.

Throughout the project, MLJ will coordinate schedule, budget, and task sequencing, referencing the project schedule to guide milestones and reviews. Communication will focus on upcoming decisions, content needs, and review points so GSA staff know what input is needed and when, while keeping the overall process efficient and focused.

TASK 2 – WEBSITE DEVELOPMENT

MLJ will design and build a clean, user-friendly website that reflects Mid-Kings River GSA's needs and the realities of its audience. The site will be developed using existing brand and layout patterns, with a focused design refresh rather than a full visual overhaul. This approach allows the site to be delivered efficiently while maintaining a professional and consistent appearance.

Core pages will be built using standard layouts, including Home, About, Board, GSP, and Contact pages. Navigation and content structure will be organized to help users quickly find meeting materials, program updates, and general background information. The content management system will be configured so non-technical staff can manage most content updates independently, including pages, documents, agendas, minutes, and resources.

Interactive features will be supported where appropriate to enhance communication and engagement. This includes the use of forms, surveys, and feedback mechanisms, implemented through third-party tools such as Freshworks, consistent with project assumptions. These tools allow the GSA to collect input, questions, or feedback without introducing unnecessary complexity or maintenance burden.

MLJ will migrate and organize content provided by the GSA, applying consistent categorization so information remains easy to maintain over time. Accessibility requirements will be addressed for new content in accordance with WCAG 2.1 AA standards.

While the initial scope focuses on a content-driven website, the site will be designed to accommodate future integration with other systems and databases if needed. As an example, the website can link directly to Watermark for landowner registration, reporting, or dashboards, or display contextual guidance that directs users into the platform. This structure allows the website to serve as a front door for future digital tools without requiring a full rebuild.

TASK 3 – DEPLOYMENT, TESTING, AND TRAINING

MLJ will configure the hosting environment and deploy the website to production once development is complete. Prior to launch, the site will be tested across browsers and devices to confirm performance, usability, and responsiveness, with particular attention to load times and accessibility for users in rural areas.

Following deployment, MLJ will conduct a virtual training session for GSA staff focused on content management and routine site updates. Training is practical and task-based, reflecting the

types of updates staff are likely to make during ongoing program administration. The goal is to ensure staff are comfortable maintaining the site without ongoing technical support.

After training, the website will be formally handed off for ongoing administration by Mid-Kings River GSA staff, with MLJ available for additional support or enhancements if requested outside the initial scope.

FUTURE FLEXIBILITY

While the initial scope focuses on delivering a content-driven public website, MLJ designs websites with future program needs in mind. The site structure and content organization will allow for expansion as Mid-Kings River GSA initiatives evolve, including the addition of interactive content, program-specific landing pages, or links to external platforms such as Watermark or other systems. This approach allows the website to grow alongside the GSA's programs without requiring a complete redesign, while keeping the initial implementation focused, efficient, and aligned with current needs.

Exhibit B: Compensation/Fees

The costs shown in **Table 1** include time-and-materials for the development, configuration, deployment, and training associated with the Mid-Kings River GSA dynamic website, as described in the Scope of Work. Services are organized around the three defined tasks and reflect the level of effort required to deliver a responsive, accessible, and staff-manageable public website.

MLJ Environmental maintains a standard professional services rate structure, reflected in the rate table labeled **MLJ Environmental Standard Rate Sheet (2026)**. These rates were used to develop the task-level cost estimates presented in **Table 1**.

Website development services under this proposal are provided on a time-and-materials basis. The estimated hours shown represent MLJ's best assessment of the effort required to complete the defined scope efficiently, based on similar website projects delivered for groundwater agencies and regional water programs. Actual costs will be based on time incurred, not to exceed the estimated amounts without prior coordination and approval.

Future website maintenance, enhancements, or additional development beyond the scope described in this proposal may be performed by MLJ Environmental or another firm at the GSA's discretion. If MLJ Environmental is requested to provide additional services beyond the defined scope or after initial deployment, those services will be performed on a time-and-materials basis using the rates presented in the **MLJ Environmental Standard Rate Sheet (2026)**.

WEBSITE HOSTING

This proposal includes a separate, annual, line item for website hosting to support the Mid-Kings River GSA public website. Hosting costs cover the infrastructure required to operate the site in a secure, reliable, and publicly accessible environment.

Website hosting fees do not include professional services, content updates, or ongoing maintenance support. Any post-deployment assistance requested by the GSA, such as content updates, technical support, or enhancements, may be provided by MLJ Environmental on an as-needed, time-and-materials basis, or by another firm at the GSA's discretion.

Table 1 - Total Costs for Dynamic Website Implementation/Customization Services

Task	Cost
Task 1 – Project Management	$2,146
Task 2 – Website Development	$18,128
Task 3 – Deployment, Testing and Training	$4,258
Implementation & Customization Services Subtotal	***$24,532***
Hosting Fees (Annual)	$1,200
Project Total	**$25,732**

MLJ Rate Sheets

MLJ Environmental Standard Rate Sheet (2026)

The rate sheet below are the rates used to build the implementation and customization services budget presented in **Table 1**.

MLJ Environmental will submit monthly invoices by the 15th of each month for the work performed in the prior month.

LABOR CLASSIFICATIONS	RATE PER HOUR
Principal	240
Senior Cloud Architect	240
Senior Developer	230
Senior Program Manager	230
Program Manager	220
Cloud Architect	207
Database Administrator	180
Senior Data Manager	180
Product Manager	180
Data Manager	170
Project Manager/Senior Staff	170
Business Analyst	160
QA Officer	160
Product Designer	160
GIS Specialist	150
Web Developer	145
Staff Scientist III	140

Junior Project Manager	140
Data Analyst II	140
GIS Analyst	135
Staff Scientist II /Data Analyst	130
GIS Technician	120
Groundwater Solutions Consultant	120
Data Associate	115
Staff Scientist	115
Administrative Assistant	100

OTHER DIRECT CHARGES

Personal Vehicle Mileage	$0.725/mile*
Travel and Subsistence	Actual Cost
4-Wheel Drive Truck Rental	$135.00 per day
Truck Rental Less than 6 hours	$22.50 per hour
Meter Rentals	$30 - $90 per day
Black and White Printing	$0.05 each
Color Printing	$0.50 each
Scanning	$0.50 each

- Large Document Reproduction, Binding, *etc.* Subcontracted ..... Actual Cost + 10%
- Rented Vehicles, Tools, and Other Equipment (including fuel, *etc.*) ..... Actual Cost + 10%
- Express Delivery and Courier Services for Projects ..... Actual Cost + 10%

Online Database Access for Projects ..... Actual Cost + 10%

*Based on current IRS 2026 rates. May be adjusted per IRS notifications.

MID-KINGS RIVER
GROUNDWATER SUSTAINABILITY AGENCY

Date: March 24, 2026

To: Board of Directors
From: Chuck Kinney - General Manager

Subject: Consider approving the agreement with Provost & Pritchard for outreach and election services pertaining to the establishment of fee's in accordance with Prop 218.

Background

The Mid-Kings River Groundwater Sustainability Agency (MKRGSA) released a Request for Qualifications (RFQ) on December 18, 2025 to solicit bids from qualified consultants to provide services to assist the GSA with conducting public outreach and the holding of an election pertaining to the establishment of fee's, in accordance with Proposition 218 and other applicable law (hereinafter, "Prop 218"), for the GSA. One proposal was submitted prior to 4:00 PM on January 20, 2026 from Provost & Pritchard. At the January 26, 2026, special meeting of the Mid Kings River GSA Stakeholder Advisory Committee the Stakeholders reviewed and scored the response to the RFQ, of which Provost & Pritchard scored the highest. Following that date staff worked with Provost & Pritchard to negotiate a price for the services proposed within the RFQ and the attached agreement was prepared for the MKRGSA Board's consideration. Following the closure of negotiations with Provost & Pritchard, staff presented to the Stakeholder Advisory Committee the cost associated with the proposal received (Provost & Pritchard - $74,451 for outreach and election services and staff notified the Stakeholders verbally that through the negotiation process an addition $50,435 would be added to the agreement to provide services for the required engineers report associated with this process) at their March 9th Stakeholder Advisory Committee meeting. The attached agreement outlines the services which would be provided by Provost & Pritchard. The cost for this consulting services will run $124,886. Currently the Mid-Kings River GSA has not established any land based or water based fee's so the cost of this service would be paid for with funds from the County of Kings and the City of Hanford as outlined in Section 6.04 of the Joint Powers Authority Agreement. At such point in the future when fee's are established for the Mid-Kings River GSA then the cost of this service would be paid for from that funding source.

Request

The General Manager recommends that the Board of Directors accepts the recommendation from the Stakeholder Advisory Committee which scored Provost & Pritchard as the most qualified to provide the requested services and approve entering into the attached agreement with Provost & Pritchard to provide services to assist the GSA with conducting public outreach and the holding of an election pertaining to the establishment of fee's, in accordance with Proposition 218 and other applicable law (hereinafter, "Prop 218"), for the GSA and authorize the General Manager to sign the agreement.

Agreement No. __

MID-KINGS RIVER GSA
AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on _____ ,2026, by and between the Mid-Kings River GSA and **Provost & Pritchard Engineering Group, Inc DBA Provost & Pritchard Consulting Group,** a **California Corporation** ("Consultant") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, the Mid-Kings River GSA requires support to conduct public outreach, election facilitation, and preparation of the engineers report;

WHEREAS, Consultant is ready, willing, able, and qualified to perform such services. NOW,

THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The Mid-Kings River GSA engages Consultant and Consultant shall do, perform, and carry out the services as set forth in **Exhibit A.**

2. RESPONSIBILITIES OF CONSULTANT

Consultant possesses the requisite skills necessary to perform the work under this Agreement and the Mid-Kings River GSA relies upon such skills. Consultant shall, at all times utilize its ability, experience, and talent, faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the Mid-Kings River GSA's reasonable satisfaction, within the standard of care. The Mid-Kings River GSA's acceptance of Consultant's work does not constitute a release of Consultant from its professional responsibility.

Consultant affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

Mid-Kings River GSA shall pay Consultant in accordance with the attached **Exhibit B.** Consultant is not entitled to, nor will Consultant receive any additional consideration, compensation, or other remuneration.

Upon approval of Mid-Kings River GSA, Mid-Kings River GSA shall pay Consultant monthly in arrears, up to the maximum amount reflected in **Exhibit B,** within thirty (30) days of receipt of timely invoices. Consultant shall submit invoices to Mid-Kings River GSA describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the

Mid-Kings River GSA. Invoices must be documented in such reasonable detail as required by the Mid-Kings River GSA's Auditor to determine the funds were expended for the intended purposes. Consultant shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the Mid-Kings River GSA reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Consultant, and upon approval of the Mid-Kings River GSA's representative, the Mid-Kings River GSA shall pay Consultant monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on the **_____, 2026** and terminates on **June 30, 2027,** unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for two additional one-year terms.

5. RECORDS AND INSPECTIONS

Consultant shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Consultant shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and maintain the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. Mid-Kings River GSA shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to Mid-Kings River GSA.

6. AMENDMENTS

This Parties may modify this Agreement only by a written amendment signed by the Consultant and the Mid-Kings River GSA's Board of Directors ("Board") or other representative as authorized by the Board.

7. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision,

specifying the date of termination. If the Mid-Kings River GSA's funding for services under this Agreement becomes unavailable, the Mid-Kings River GSA may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the Mid-Kings River GSA may elect to cure the breach and Consultant shall bear all expenses incurred by the Mid-Kings River GSA in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Consultant's obligations or liability to the Mid-Kings River GSA for damages sustained by the Mid-Kings River GSA because of the Consultant's breach, nor the Consultant's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain. Maintain. and Deliver Proof of Insurance. Without limiting the Mid-Kings River GSA's right of indemnification from Consultant or any third parties, Consultant shall purchase and maintain the insurance policies described below (the "Insurance Policy(ies)") prior to the commencement of work or execution of this Agreement. Consultant shall maintain the Insurance Policies throughout the term of this Agreement.

B. Consultant shall deliver an Endorsed Additional Insured page from Consultant's insurance carrier to the Mid-Kings River GSA guaranteeing said coverage to the Mid-Kings River GSA prior to execution of this Agreement or commencing work. Consultant shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the Mid-Kings River GSA may have under the law.

C. Endorsement of Policies. Consultant shall cause each of the Insurance Policies to be endorsed designating the Mid-Kings River GSA and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Insurance Limits. Consultant shall obtain the Insurance Policies in the amounts set forth below:

1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars ($500,000) per person and One Million Dollars ($1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars ($100,000); or b) coverage with a combined single limit of One Million Dollars ($1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Consultant shall cause said Insurance Policy to be endorsed to waive the insurer's subrogation rights against the Mid-Kings River GSA.

4. Professional Liability covering Consultant's wrongful acts, errors, and omissions with limits not less than One Million Dollars ($1,000,000) per occurrence or claim, and Three Million Dollars ($3,000,000) annual aggregate limit.

E. Rating of Insurers. Consultant shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

G. Notice of Cancellation to the Mid-Kings River GSA and Payment of premiums. Consultant shall cause each of the Insurance Policies to be endorsed to provide the Mid-Kings River GSA with thirty (30) days' prior written notice of cancellation. The Mid-Kings River GSA is not liable for the payment of premiums or assessments on any Insurance Policies. Cancellation provisions in an Insurance Policy will not be construed in derogation of the continuing duty of the Consultant to maintain the Insurance Policies during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, and hold harmless Mid-Kings River GSA and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's

fees and costs but only to the extent Consultant is responsible for such damages, liabilities, and costs on a comparative basis of fault between Consultant and the Mid-Kings River GSA in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify the Mid-Kings River GSA for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Mid-Kings River GSA, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subconsultants of Consultant.

C. This indemnification specifically includes any claims that may be against the Mid-Kings River GSA by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The Mid-Kings River GSA's rights to indemnification are in addition to and shall not limit any other rights or remedies the Mid-Kings River GSA may have under law or this Agreement.

10. INDEPENDENT CONSULTANT

Consultant is an independent Consultant and not an agent, officer, or employee of the Mid-Kings River GSA. This Agreement is by and between two (2) independent Consultants and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Consultant shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and Mid-Kings River GSA, and the California Public Records Act, Government Code section 7920 et seq.

12. CONFIDENTIALITY

Consultant shall not use Mid-Kings River GSA's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Consultant shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third- party's request to disclose Confidential Information, Consultant shall promptly submit said request to Mid-Kings River GSA.

13. CONFLICT OF INTEREST

Consultant warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Consultant shall not employ, nor retain any such person during the term of this Agreement. Consultant is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Consultant has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Consultant shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONSULTANTS

Consultant shall include the following provisions from this Agreement in any and all agreements between Consultant and any subconsultants: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; d) Section 11, Compliance with Law; e) Section 12, Confidentiality; f) Section 13, Conflict of Interest; and g) Section 14, Nondiscrimination.

16. ASSIGNMENT

Consultant shall not assign this Agreement without first obtaining the written consent of the Mid-Kings River GSA, subject to any required state or federal approval. Assignment by Consultant of any monies due does not constitute an assignment of this Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The Mid-Kings River GSA owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Consultant prior to this Agreement's termination or upon completion of the work under this Agreement. Mid-Kings River GSA's reuse of any such materials in a manner other than originally intended is at the Mid-Kings River GSA's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of America, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

Mid-Kings River GSA
Chuck Kinney, General Manager
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

Consultant
Joseph Hopkins
Director of Operations
Provost & Pritchard Consulting Group
455 W. Fir Ave,
Clovis, CA 93611

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings Mid-Kings River GSA, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Consultant waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral County, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the Mid-Kings River GSA and Consultant are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. ADA COMPLIANCE

Consultant shall comply with the Americans with Disabilities Act, Title II, and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

Consultant shall ensure that all persons receiving programs, services, or activities through this Agreement shall receive a copy of or have access made available to the Mid-Kings River GSA's ADA grievance procedures as set forth in Mid-Kings River GSA's ADA Self-Evaluation, Exhibit C.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the Mid-Kings River GSA or Consultant, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Consultant waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement.

27. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

MID-KINGS RIVER GSA

By: _____
Rusty Robinson, Chair

PROVOST & PRITCHARD ENGINEERING GROUP, INC., DBA PROVOST & PRITCHARD CONSULTING GROUP

By:
Joseph Hopkins, PE
Director of Operations

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Jennifer Thompson, Mid-Kings River GSA Counsel

By: _____
Deputy Mid-Kings River GSA Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work
Exhibit B: Compensation/Fees
Exhibit C: ADA Grievance Procedures

4937-7958-1824, v. 2

Exhibit A
Scope of Work

STATEMENT OF QUALIFICATIONS AND PROPOSAL

MID-KINGS RIVER GROUNDWATER SUSTAINABILITY AGENCY
PROP 218 OUTREACH & ELECTION SERVICES FOR MID-KINGS RIVER GSA

FEBRUARY 27, 2026

www.provostandpritchard.com • (559) 449-2700

PROVOST & PRITCHARD

PROVOST&PRITCHARD
CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • Phone (559) 449-2700 • Fax (559) 449-2715
www.provostandpritchard.com

February 27, 2026

Mid-Kings River Groundwater Sustainability Agency
Chuck Kinney, General Manager
1400 W. Lacey Blvd., Building 6
Hanford CA 93230
(559) 852-2674

Re: Statement of Qualifications and Proposal ("RFPQ") No. 25-03 for the Provision of Services to Conduct Public Outreach and Hold an Election Pertaining to the Establishment of Fees in Accordance with Proposition 218 Within the Mid-Kings River Groundwater Sustainability Agency for the Tulare Lake Subbasin

Mr. Kinney,

This letter transmits Provost & Pritchard Consulting Group's (Provost & Pritchard) Statement of Qualifications and Proposal in response to RFQP No. 25-03 for public outreach and election facilitation services related to the establishment of fees in accordance with Proposition 218 for the Mid-Kings River Groundwater Sustainability Agency (GSA).

Provost & Pritchard is prepared to support the GSA through the development and implementation of a comprehensive public outreach program and fee election process that reflects the unique agricultural and rural stakeholder composition of the Mid-Kings River GSA. We understand the significance of this effort, particularly given the Tulare Lake Subbasin's probationary status, previous contentious Proposition 218 election attempt, and the need for clear, timely, and transparent communication regarding groundwater sustainability actions and associated funding mechanisms.

Our team offers the following qualifications and benefits to the GSA:

- Demonstrated Experience with SGMA-Focused Public Outreach and Stakeholder Engagement
  Provost & Pritchard has extensive experience supporting GSAs and water agencies throughout California's Central Valley with SGMA-related public outreach, stakeholder coordination, and communications. Our work includes developing outreach strategies related to groundwater sustainability planning, mitigation programs, fees, demand management (allocations), well registration, and groundwater recharge initiatives. We are experienced in engaging agricultural producers, domestic well owners, municipalities, and commercial and industrial users through targeted messaging that translates technical and regulatory information into clear, accessible content.
- Proposition 218 and Election Support Experience within Rural Public Agencies
  Our team understands the procedural, noticing, and documentation requirements associated with Proposition 218 elections and has supported public agencies through structured outreach and election-related efforts designed to meet statutory requirements while maintaining public trust. We are experienced in developing outreach materials, coordinating public meetings and hearings,

supporting ballot preparation and distribution processes, and documenting election outcomes in a manner that aligns with applicable requirements.

- **Strong Understanding of Local and Regional Groundwater Management Challenges**
  Provost & Pritchard has a long-standing presence in the San Joaquin Valley, and proven experience successfully working with GSAs on SGMA implementation. Our team has supported multiple agencies through GSP development and revisions, policy and program implementation, and ongoing stakeholder communications. This local knowledge allows us to tailor strategies that reflect regional water supply conditions, agricultural operations, land use patterns, and community concerns.

We recognize that a successful Proposition 218 process depends on early, consistent, and transparent communication paired with a clear, well-documented election framework. Provost & Pritchard's integrated technical, outreach, and regulatory experience, supported by MK Elections' election administration expertise, positions our team to assist the GSA in advancing this effort in a manner that supports informed participation and successful outcomes. As an optional additional service, our team can also prepare the required Engineer's Report (or provide targeted support to the GSA's engineer of record), documenting the methodology, benefit assessment, and supporting calculations consistent with Proposition 218 requirements.

If you have any questions or would like to discuss our proposed approach, scope, or fee proposal, please contact **Rebecca Quist** at **(559) 449-2700** or **rquist@ppeng.com**. We appreciate the opportunity to submit our qualifications and look forward to the possibility of working with the Mid-Kings River GSA Board, staff, and stakeholders on this important initiative.

Firm Name: Provost & Pritchard Engineering Group, Inc., DBA Provost & Pritchard Consulting Group (Provost & Pritchard). Provost & Pritchard is an **S Corporation**, incorporated on November 20, 1972, in the State of California. The firm has been authorized to conduct business in California since 1968.

Joe Hopkins, PE will serve as the contact for decision-making, contract negotiation, and project development. His contact information is provided below:
Address: 455 W. Fir Ave., Clovis, CA 93611
Phone: (559) 449-2700
Fax: (559) 449-2715
Email: jhopkins@ppeng.com

Rebecca Quist will serve as the primary point of contact and key personnel lead for project development. Her contact information is provided below:
Address: 455 W. Fir Ave., Clovis, CA 93611
Phone: (559) 449-2700
Fax: (559) 449-2715
Email: rquist@ppeng.com

Respectfully,

Rebecca Quist
Senior Public Affairs Specialist

Joe Hopkins, PE
Principal-in-Charge/Director of Operations

KEY PERSONNEL AND RELEVANT PROJECT EXPERIENCE

Our team brings expertise directly aligned with the Mid-Kings River GSA's needs for public outreach and Proposition 218 fee election planning and implementation. The proposed team includes specialists in stakeholder engagement and communications, Prop 218 noticing/hearing and election process coordination, project management and scheduling, and data privacy and security for sensitive election-related information. Team members are organized below by the services they will provide to the GSA, with individual qualifications, credentials, and relevant experience highlighted. Any staffing changes would be communicated promptly to the GSA, with proposed replacements submitted to support continuity and timely delivery.

JOSEPH HOPKINS, PE

ROLE: PRINCIPAL-IN-CHARGE

EDUCATION:

- M.S. Water Engineering, California Polytechnic State University, San Luis Obispo
- B.S. BioResource and Agricultural Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATION/CERTIFICATIONS:

- Civil Engineer, California #74955
- Agricultural Engineer, California #577

PROFESSIONAL EXPERIENCE:

Joseph Hopkins has more than 19 years of professional experience, currently serving as Principal Engineer. He has provided engineering services for water projects throughout the state, including preparing water supply studies, designing water supply and distribution systems, groundwater monitoring reports, designing irrigation systems, securing grant funds, and preparing Prop 218 engineers reports and fee studies for a wide variety of clients and projects. He has closely monitored the Sustainable Groundwater Management Act (SGMA) since its inception and has consulted on behalf of local agencies for SGMA compliance, including Groundwater Sustainability Agency (GSA) formation and Groundwater Sustainability Plan (GSP) development and implementation.

REBECCA QUIST

ROLE: PROJECT MANAGER

EDUCATION:

- B.A. Political Science, Minor Emphasis: Entrepreneurship, University of California, Los Angeles

AFFILIATIONS:

- Groundwater Resources Association of California (GRAC)

PROFESSIONAL EXPERIENCE:

Rebecca Quist has more than nine years of professional experience, currently serving as a Senior Public Affairs Specialist. Her skills in communications help organizations communicate complex and technical information to their audiences with relevance and clarity. She has a strong background in developing stakeholder engagement, education, and communications programs for agricultural, rural residential, municipal, and Disadvantaged community (DAC) audiences. Rebecca has experience leading communications programs on a range of projects relating to infrastructure, surface water and groundwater supply management. In her role, she works with agencies to build trust with stakeholders, communicate key issues, and facilitate constructive relationships between diverse interest groups.

LYNN MOELLER, PE
ROLE: PROJECT ENGINEER

EDUCATION:

- M.S. Civil and Environmental Engineering, Stanford University
- B.S. BioResource and Agricultural Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATION/CERTIFICATIONS:

- Civil Engineer, California #84194
- Agricultural Engineer, California #578

PROFESSIONAL EXPERIENCE:

Lynn Moeller has more than 12 years of professional experience, currently serving as Senior Engineer. She has experience in a variety of different projects, including SGMA projects, water resources engineering projects, water well projects, and feasibility studies. Specifically, Lynn has worked on Groundwater Sustainability Plans, Basin Boundary Modifications, canal and pipeline design, new well installations, recharge projects, data collection evaluations, creek feasibility studies, Infrastructure Plans, and facility assessments.

Subconsultant
MK ELECTION SERVICES

MK Elections provides election administration services across the United States for labor unions, Indian nations, homeowners associations, religious organizations, and public sector entities. The firm's principals bring more than three decades of experience designing and administering election systems across a wide range of formats, including paper and electronic voting, vote-by-mail and in-person elections, as well as web-based and telephone voting platforms. MK Elections has extensive experience accommodating diverse procedural and governance requirements, including expedited election schedules, detailed reporting and data transparency needs, and specialized voting structures such as weighted voting and ranked-choice voting. This depth of experience allows MK Elections to tailor election administration solutions that align with each client's legal, procedural, and operational requirements.

PROJECT EXPERIENCE

Listed below are representative examples of public outreach and election-support work our team has completed for GSAs and water agencies. These projects reflect the type of services anticipated for the Mid-Kings River GSA, including development and delivery of an outreach plan and materials, organization of technical groundwater and fee-related information into clear public communications, and support for Proposition 218 noticing/hearing and election implementation. Our experience supporting SGMA agencies in the Central Valley has given us familiarity with local needs and the stakeholder values-focused communications required to support a transparent, well-executed fee election process.

Proposition 218 Engineer's Report, Public Outreach, and Election Assistance
Consolidated Irrigation District
Fresno County, CA

Provost & Pritchard provided comprehensive engineering, public outreach, and election services to support Consolidated Irrigation District's (CID) successful Proposition 218 election in 2025, guiding the District through every major phase of assessment development and implementation. Working closely with CID staff and leadership over an approximately six-month process, Provost & Pritchard led coordination and strategic communication, developed a forward-looking five-year budget tied to operational needs and SGMA-driven obligations under the Central Kings GSA, and translated those costs into a defensible, proportional assessment

methodology compliant with Proposition 218 requirements. Provost & Pritchard prepared a detailed Engineer's Report that documented special benefits, proportionality, and cost justification, supported by extensive GIS mapping that reflected current and historical land use, groundwater facilities, recharge infrastructure, and jurisdictional boundaries.

In parallel, Provost & Pritchard provided comprehensive public outreach and election assistance, crafting a clear and consistent election narrative, developing educational materials and FAQs, data infographics, supporting a dedicated election webpage, and assisting with stakeholder workshops, direct mailers, and media communications to build understanding and transparency across CID's landowner base.

Provost & Pritchard also completed parcel-level assessment analysis, prepared the full assessment roll, evaluated alternative rate structures, and supported CID's Board in selecting an appropriate assessment framework. Finally, Provost & Pritchard managed the preparation of ballot packages for approximately 8,000 parcels and coordinated with MK Election Services, LLC on ballot distribution, tabulation, and certification, contributing to a successful election outcome that positioned CID to address rising operating costs, groundwater sustainability responsibilities, infrastructure needs, and long-term organizational resilience.

Proposition 218 Engineer's Report, Public Outreach, and Election Assistance
North Fork Kings Groundwater Sustainability Agency
Fresno County, CA

Provost & Pritchard supported the North Fork Kings GSA with engineering, financial, and assessment services focused on advancing compliance with SGMA and implementation of its Groundwater Sustainability Plan. Provost & Pritchard prepared a Proposition 218–compliant Engineer's Report to support land-based assessments for agency operations and GSP implementation, developed assessment rolls including Fresno and Kings Counties parcels, and assisted with budget development and long-term financial planning, including a phased funding strategy that balanced use of reserves with gradual assessment increases.

In parallel, Provost & Pritchard provided extensive public outreach and election assistance to inform landowners and support a transparent Proposition 218 process. Outreach efforts included development of website content, handouts, FAQs, newsletter articles, and coordination of public workshops, including meetings with Spanish interpretation.

Provost & Pritchard also supported election administration by preparing assessment rolls documenting parcels, assessable acreage, and weighted voting tied to the maximum annual assessment, and by coordinating with MK Election Services, LLC on ballot noticing, mail-ballot logistics, and tabulation procedures, including support for the public hearing and ballot count, reinforcing the agency's goal of maintaining local groundwater management and avoiding state intervention.

Proposition 218 Engineer's Report, Public Outreach, and Election Assistance
Fresno Irrigation District
Fresno County, CA

Provost & Pritchard supported Fresno Irrigation District with engineering, public outreach, and election assistance services to carry out a Proposition 218 election focused on securing landowner approval for assessment increases needed to fund groundwater replenishment, infrastructure improvements, and protection of the District's water rights. P&P prepared the Proposition 218–compliant Engineer's Report that established assessment methodologies and rate structures, documented proportional benefits to landowners, and demonstrated how the proposed assessments would fund long-term groundwater sustainability efforts, surface water system improvements, and legal defense activities over a multi-year planning horizon.

Additionally, Provost & Pritchard led a comprehensive public outreach and election support program designed to inform landowners and encourage participation. Outreach efforts included development of educational handouts, data infographics, FAQs, presentations, videos, website content, email communications, and printed mailers.

Provost & Pritchard also assisted with all aspects of election administration in coordination with MK Election Services, LLC, supporting ballot preparation and distribution, replacement ballot requests, public hearing logistics, and weighted ballot tabulation. This integrated approach helped FID conduct a transparent, well-informed election process and advance the District's long-term water management and financial stability goals.

EXPERIENCE WITH RURAL PUBLIC AGENCIES AND REFERENCES

Below is a list of references from past clients for whom our team has provided public outreach and election-related services supporting Proposition 218 fee processes, including stakeholder communications, noticing support, and implementation planning. These projects reflect our experience helping public agencies deliver clear, accessible outreach materials and engagement strategies, and support a legally compliant election process that is responsive to local community needs.

Fresno Irrigation District
Reference: Kassy Chauhan
Phone Number: (559) 233-7161
Email Address: kchauhan@fresnoirrigation.com

Consolidated Irrigation District
Reference: Phil Desatoff
Phone Number: (559) 896-1660
Email Address: pdesatoff@cidwater.com

North Fork Kings Groundwater Sustainability Agency
Reference: Justin Mendes, General Manager
Phone Number: (559) 237-5567
Email Address: jmendes@northforkkings.org

PROPOSED PROJECT APPROACH

Our approach to supporting the Mid-Kings River GSA's Prop 218 election process is grounded in a clear understanding that while a legally compliant election is necessary, it may not be sufficient for election success. A well-executed Prop 218 election requires strategic and effective public outreach activities and communications tools to build understanding and confidence among voting landowners. Our team, in partnership with MK Elections, is experienced at crafting and executing strategic public outreach campaigns that align outreach activities with statutory election timelines, ensuring stakeholders are engaged, critical to building trust and a successful election outcome. Our role in the project will include both designing and executing a Prop 218 public outreach program in addition to election services facilitation in partnership with MK Elections, ensuring compliance with all applicable mandated requirements pertaining to the election process, including but not limited to noticing and the timing for and holding of a public hearing.

We bring familiarity with the Mid-Kings River GSA service area based on our prior work supporting the previous Prop 218 election effort. While that election was not ultimately successful, it provided important insight into local stakeholder dynamics and reinforced a critical lesson that informs our recommended approach. When outreach is limited or begins too late, landowner concerns can quickly escalate and undermine trust in the agency and the election itself. Since that time, our team has successfully supported multiple Prop 218 elections with significant emphasis on early engagement and transparent communication throughout the election process.

Additional context informing our approach is the Mid-Kings River GSA's complex operating environment due to the Tulare Lake Subbasin's probationary status under SGMA, which may understandably create confusion among landowners regarding the respective roles of the State and the GSA in groundwater management and associated costs. The GSA must not only educate landowners about a proposed assessment but reinforce and clarify the importance of local governance and the role a successful Prop 218 process plays in supporting the GSA's ability to regain and sustain local control.

The establishment of the Stakeholder Advisory Committee, expanded email communications, and planned website redesign improvements represent meaningful steps toward rebuilding engagement and transparency. However, many landowners may remain disengaged or skeptical following the prior election effort.

Given this context, we recommend an approach that acknowledges the need to re-engage landowners, rebuild trust, and clarify the GSA's role and objectives as it navigates groundwater sustainability programs and policies to meet Sustainable Groundwater Management Act requirements. Our strategy builds on the GSA's recent good-faith efforts by incorporating intentional public relations and engagement activities that go beyond basic Prop 218 education. This includes leveraging Committee leadership voices, addressing misinformation directly, and creating clear, accessible messaging that speaks to landowner concerns and values.

By prioritizing trust-building first and aligning that effort with a compliant election timeline, we believe the GSA will be positioned for a successful Prop 218 process.

TASK 1: PUBLIC OUTREACH

The public outreach tasks described below are designed to implement the proposed approach reflecting Mid-Kings River GSA's current context. The primary objective of the public outreach effort is to support understanding, rebuild trust, and create opportunities for education and dialogue regarding the GSA's groundwater sustainability objectives and associated funding needs.

Given the agency's recent history and the need to re-engage landowners, our proposed activities span a comprehensive suite of communications tools and public outreach activities. Anticipated outcomes include clear and consistent communication, increased awareness of the proposed assessment and its purpose, and progress toward trust-building and reputation management between the GSA and its landowners. This work is intended to establish a foundation that supports informed participation in a successful Prop 218 election.

1.1 Public Outreach Campaign Coordination

Provide ongoing coordination and strategic alignment among GSA staff, leadership, legal counsel, and technical consultants to ensure accurate messaging within the requirements of Prop 218. This includes regular coordination to integrate technical information within the parameters of Prop 218 requirements into outreach materials and engagement efforts in a clear and relatable way to landowners.

1.2 Public Outreach Strategy & Approach

Outline a public outreach strategy and approach grounded in an understanding of local conditions. This involves crafting messaging that resonates with stakeholder values while clearly explaining complex technical and regulatory concepts.

- Develop public outreach strategy and framework
- Create coordinated outreach timeline aligned with GSA milestones and Prop 218 requirements
- Research key facts and synthesize technical, financial data related to the election and the GSA's objectives
- Develop a clear election narrative and key messaging framework that translates technical information into accessible, landowner-focused content
- Work with GSA staff to establish two-way communication channels that allow landowners to access accurate information and engage with the GSA throughout the outreach process

1.3 Targeted Landowner Meetings Preparation

Support targeted engagement efforts by helping the GSA prioritize outreach to key landowner groups and stakeholders most affected by the proposed assessment

- Coordinate with GSA staff to analyze parcel data and support development of a targeted landowner and stakeholder contact list
- Develop talking points and supporting content for use by GSA staff and committee members during meetings

1.4 Educational Webpage, Handouts, and Data Infographic

Develop high-quality educational materials that translate complex groundwater management concepts, cost, and election information into clear, visually compelling content suitable for both digital and print distribution.

- Develop comprehensive content for a Proposition 218 election webpage on the Mid-Kings River GSA website, including copywriting and layout direction. Content will be designed to serve as a centralized, trusted information source that clearly explains the process, timeline, and key concepts for landowners
- Develop up to two (2) educational handouts for use throughout the outreach effort
- Create associated infographics to visually communicate key concepts, data, and/or messaging

1.5 Promotional Content and Public Relations

Develop and manage strategic promotional content designed to reinforce messaging, drive participation, and maintain consistent communication at key points in the outreach timeline.

- Prepare content for up to four (4) targeted email campaigns, including announcements and workshop promotions
- Draft press release and distribute to a targeted media and industry contact list
- Develop one (1) standalone direct mailer, including messaging strategy, copywriting, graphic design, and layout; P&P will coordinate print and mail production through a print vendor selected by the consultant

1.6 In-Person Workshops

Plan, develop, and support two (2) in-person workshops designed to facilitate education, dialogue, and transparency.

- Develop workshop strategy and format, including defining objectives and outcomes, run-of-show, and Q&A preparation
- Coordinate with GSA staff and consultants to shape workshop agendas, presentation flow, and speaker roles
- Support workshop speakers including talking points, Q&A preparation and workshop/webinar dry runs
- Prepare PowerPoint presentation content including slides, visuals, and supporting materials, and modify for online webinar format
- Provide planning support including workshop timelines, coordination with vendors and venues and associated logistics (secure venue, refreshments, print materials)
- Develop and distribute promotional flyer
- Day-of workshop support including set-up, running logistics and flow, and coordination among speakers

The level of effort proposed reflects the reality that effective outreach requires strategic messaging and content, as well as close coordination among GSA staff, leadership, and consultants. Developing clear narratives, accurate and compelling visuals, and well-prepared workshops is an investment that helps reduce the risk of election failure.

While the scope outlined above represents the foundations of a comprehensive outreach program, the GSA should be prepared to remain nimble throughout the process, as additional outreach or more robust engagement efforts may be appropriate in response to landowner feedback or evolving conditions. Accordingly, P&P has identified a range of optional, scalable tasks that can be implemented. While these activities are not included in the base scope, we encourage the GSA to view them as strategic tools that can be deployed to address stakeholder concerns, adapt to changing conditions, and support the overall success of the election. Our team stands ready to adjust the level of effort and incorporate as needed to support the overall success of the Prop 218 election effort.

Optional Public Outreach Services:

- Additional support for scheduling and/or participating in targeted one-on-one or small-group landowner meetings
- Online webinar facilitation and technical support, including live Q&A management and chat moderation
- Post-production editing and online posting of workshop and/or webinar recording for accessible public viewing
- Development of an election-focused video or video series, including messaging and video strategy, briefing and scripting support, filming, production, editing, and coordinated distribution
- Public hearing logistical support and on-site staffing, including preparation of a PowerPoint presentation
- Development and distribution of additional direct mailers as needed
- Additional email marketing communications content to expand outreach reach and awareness
- Supplemental press releases and coordination with industry and stakeholder groups to increase awareness and messaging distribution

Assumptions:

- Day-to-day monitoring and response to incoming phone calls and email inquiries will be handled by GSA staff. Our role is focused on strategy, content development, and supporting GSA staff and leadership in their direct engagement with landowners.

- P&P will either be granted access to the Mid-Kings River GSA's email marketing platform or, alternatively, will provide finalized content for GSA staff to schedule and distribute through the GSA's system.
- Alternative language (e.g. Spanish, Punjabi, Hmong) translation and interpretation services are not included in this proposal but can be offered and arranged if appropriate for the effort and as directed by the GSA, for an additional fee.
- The proposed fee includes estimated reimbursable expenses associated with printing and mailing services for a direct mailer as described in the scope. These estimates reflect reasonable expectations at the time of proposal; however, actual costs may vary based on vendor pricing, availability, and other factors beyond the Consultant's control. Accordingly, cost estimates are provided for planning purposes and do not constitute a guarantee of final expenses.

TASK 2: ELECTION SERVICES

Provost & Pritchard will develop the voting ballots per the approved Engineer's Report. Notices and ballots, with return envelopes and a cover letter with directions, will be mailed to each parcel owner in Mid-Kings River GSA to receive an assessment. It is estimated that there are approximately 1,300 ballots within Mid-Kings River GSA. It is proposed to use Mk Election Services LLC (MK Elections) for printing and counting the ballots after the public hearing.

MK Elections has developed a cost-effective solution utilizing an optical scanning process to batch count the ballots. In this process MK elections will utilize excel data from the roll developed by Provost & Pritchard to generate customized notices and ballots in accordance with proposition 218 requirements.

- Develop ballot materials based on the approved Engineer's Report.
- Prepare notices, ballots, cover letters, and return envelopes.
- Coordinate with MK Election Services for printing, mailing, and ballot tabulation.
- Certified ballot tabulation results from MK Elections.

In addition to a dedicated post office box for return mailers, MK Elections can set up a secure ballot collection box in a local location, then open, count, and certify election results on the day of the hearing in a manner that is transparent to voters and under the supervision of Mid-Kings River GSA Legal Counsel. This process can also work with responding to voters changing their vote at the public hearing (which is allowed).

TASK 3: PREPARATION OF ENGINEER'S REPORT

It is understood that the Mid-Kings River GSA will need an engineer's report that will **support both a land-based assessment and an extraction fee.** This task would be closely coordinated with the public outreach and election timeline to ensure consistency between technical documentation, stakeholder communications, and noticed materials. The Engineer's Report will meet the requirements of Proposition 218 (part of Article XIII D of the California Constitution). Supporting maps and tables will be included in the Engineer's Report, and the final product will be stamped by a Registered Civil Engineer.

Task 3.1 Review Data, Define Benefitted Lands

P&P will review pertinent data provided by MKRGSA and their engineering consultant including land ownership, use, and groundwater use, as well as existing funding and projections of SGMA compliance costs to be covered by the fee. P&P will review the GSA's current Assessment Roll and, if necessary, compare to the current property data from the Tulare County Assessors Offices to see if there are changes due to purchases or sales. The Roll will be analyzed to determine assessable parcels and acreages for each unique landowner within the District.

Task 3.2 Consult on Fee Structure and Amounts

P&P will review and discuss alternative fee structures. P&P will assist in the development of 2 to 3 options of a structure to propose to the GSA governing board. The equitable apportionment conferred on various land classifications that result from funded activities will be estimated and proportional charges will be proposed. It is assumed a budget has already been developed by MKRGSA. It is also assumed there will be two meetings to review approach.

Task 3.3 Report

P&P will develop a detailed report to meet the requirements of Proposition 218. The report will incorporate information reviewed as defined in Task 3.1 and identify the proportionate cost derived by each class of lands selected in Task 3.2. The report will also substantiate that the fee to be imposed would not exceed the proportional cost. P&P will use its reasonable professional efforts and judgment to interpret and comply with applicable requirements of Proposition 218 and work closely with the MKRGSA legal counsel in order to complete the report. It is assumed there will be two meetings to review the report, including a presentation to the board.

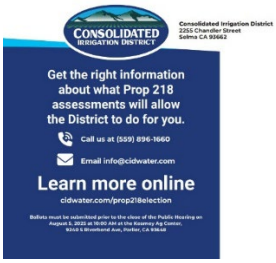
SAMPLE PUBLIC OUTREACH AND ELECTION MATERIALS

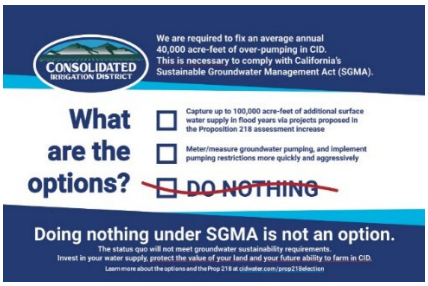
Below are representative examples of Proposition 218 public outreach and election materials developed by Provost & Pritchard in collaboration with MK Elections. These materials illustrate a comprehensive, audience-focused approach to education and engagement, combining clear visual design, plain-language explanations, and consistent messaging across multiple platforms. Together, they demonstrate our ability to plan, prepare, and implement coordinated outreach efforts that support understanding of the Proposition 218 process, communicate technical and financial information effectively, and encourage informed participation among landowners and stakeholders across diverse communities.

CONSOLIDATED IRRIGATION DISTRICT PROP 218 OUTREACH

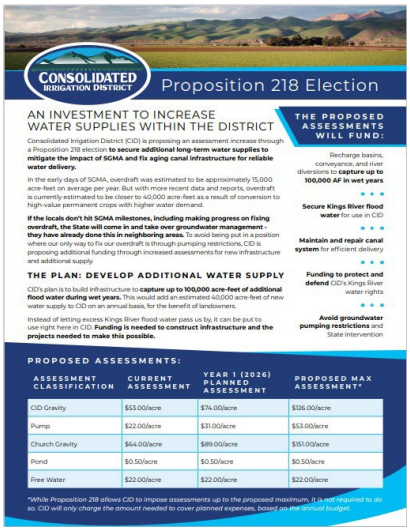
In addition to core outreach and election support, we provided a comprehensive set of communications materials to educate and engage stakeholders at multiple touchpoints. These services included drafting and distributing a **press release**; developing clear, plain-language **FAQs**; creating a dedicated project **webpage** as a centralized information hub; planning, preparing, and producing a **recorded webinar** to explain the process and requirements. We also designed and managed a **postcard mailer** for direct outreach, developed a **visually accessible infographic** to simplify complex information, and produced **educational handouts** and posterboards for community meetings and public distribution. Collectively, these efforts reflect our ability to plan, coordinate, and execute integrated outreach campaigns that support transparency, understanding, and meaningful public participation.

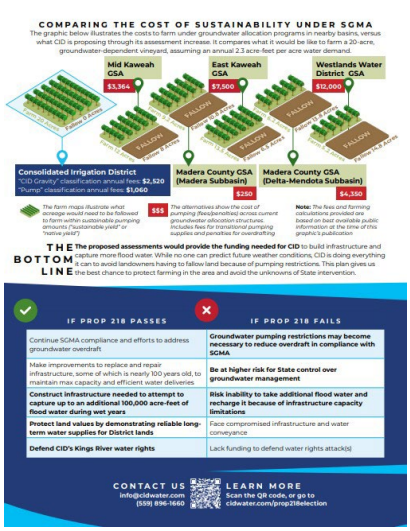
Postcard Mailer Example:





Educational Handout Example:





Infographic Example:

FRESNO IRRIGATION DISTRICT PROP 218 OUTREACH

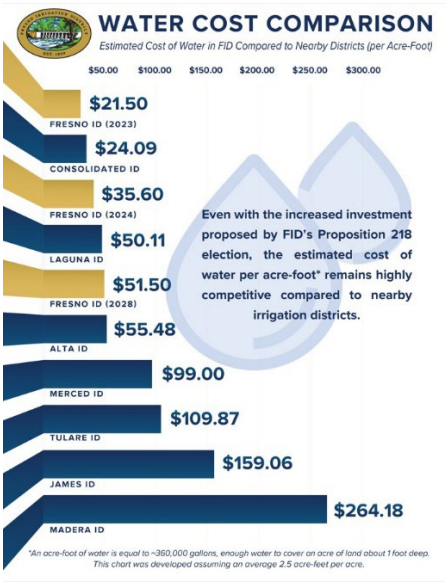
For the Fresno Irrigation District Proposition 218 effort, we supported a targeted public outreach campaign focused on clear, accessible communication around proposed water rates and the election process. Our

services included development of a water rates comparison **infographic** to help ratepayers easily understand proposed changes in context; design and production of a **direct mailer** to reach constituents with timely, consistent messaging; and planning and production of an **election introduction video** to explain the purpose, process, and key considerations of the Prop 218 election. Together, these materials demonstrate our ability to translate complex technical and policy information into engaging, easy-to-understand formats across digital, video, and print channels.

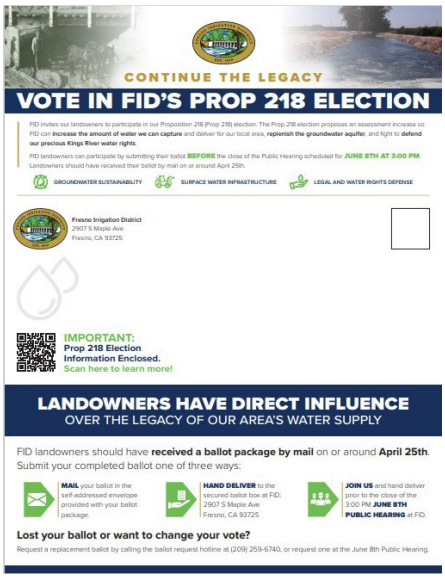
Prop 218 Election Overview Video Example:
fresnoirrigation.com/prop218

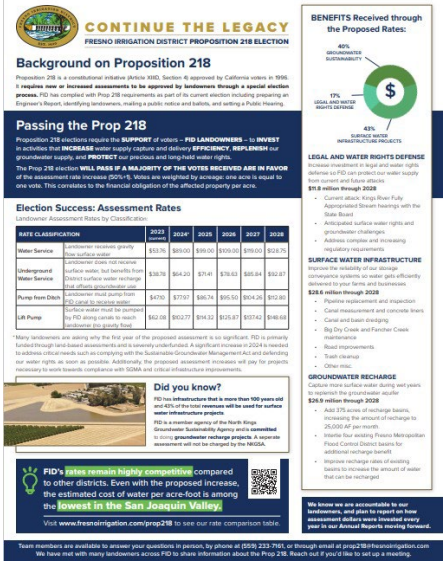
Fresno Irrigation District 2023 Proposition 218 Announcement

Water Rates Comparison Infographic Example:



Mailer Example:

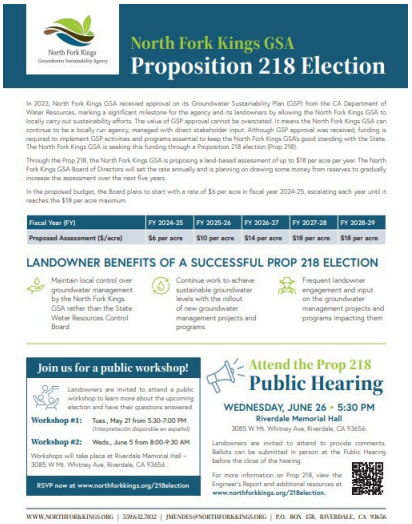


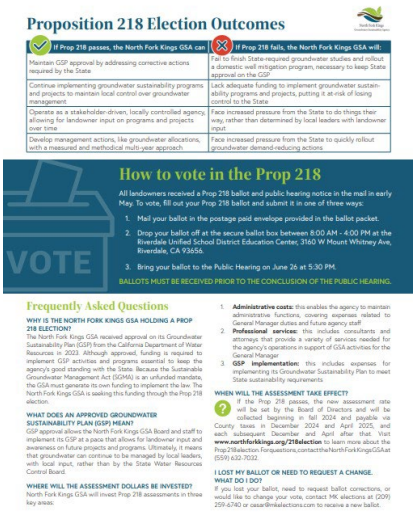


NORTH FORK KINGS GSA PROP 218 OUTREACH

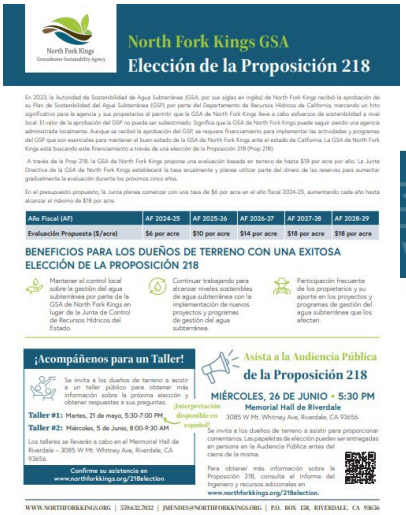
For the North Fork Kings GSA Proposition 218 effort, we delivered a multilingual, multi-channel outreach program designed to support informed participation and regulatory transparency. Our work included development of clear, easy-to-understand **educational handouts** explaining the Prop 218 process, along with **Spanish-language versions** to reach a broader audience and support inclusive engagement. We also created a dedicated election **webpage** to centralize project information and updates and drafted a **blog post announcement** to formally introduce the election, outline next steps, and encourage landowner participation. These efforts demonstrate our ability to develop accessible, culturally responsive outreach materials and manage coordinated communications across print and digital platforms.

Educational Handout Example:





Educational Handout in Spanish Example:


North Fork Kings GSA
Elección de la Proposición 218

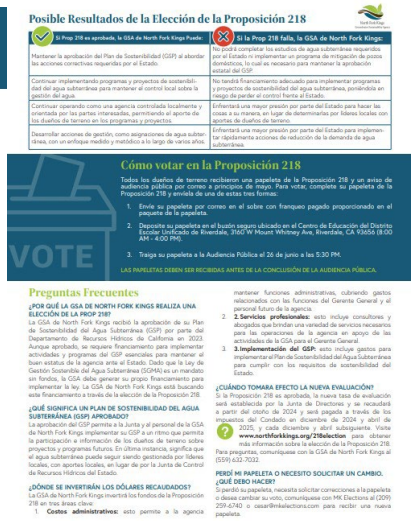
BENEFICIOS PARA LOS DUEÑOS DE TERRENO CON UNA EXITOSA ELECCIÓN DE LA PROPOSICIÓN 218

¡Acompáñenos para un Taller!

Asista a la Audiencia Pública de la Proposición 218

MIÉRCOLES, 26 DE JUNIO • 5:30 PM

Memorial Hall de Riverdale

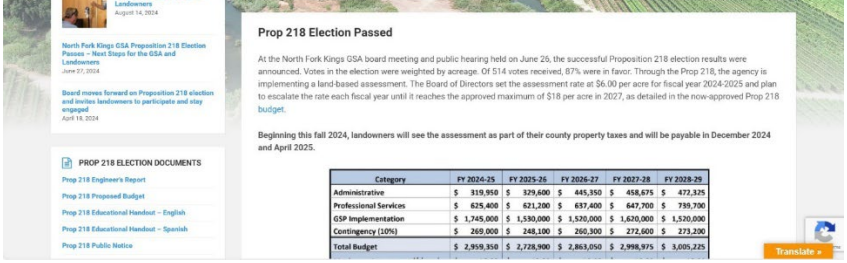

Posible Resultados de la Elección de la Proposición 218

Si Prop 218 es aprobada, la GSA de North Fork Kings Puede:

Si la Prop 218 falla, la GSA de North Fork Kings:

Cómo votar en la Proposición 218

Preguntas Frecuentes



Webpage Example:

COST PROPOSAL

Our Fee Proposal will be submitted as a separate sealed envelope, in accordance with the RFP/Q.

KEY STAFF RESUMES

Resumes are included in the following section. Our proposed team is well-suited to support the Mid-Kings River GSA with public outreach and a legally compliant Proposition 218 fee election, including strategy and message development, stakeholder and community engagement, meeting/hearing support, election planning and administration support, and secure handling of sensitive information. Team members are organized by service area, with relevant qualifications and project experience highlighted for each role.

JOSEPH HOPKINS, PE

Principal Engineer

19 years of experience
Office Location: Clovis

EDUCATION

M.S. Water Engineering,
California Polytechnic State University, San Luis Obispo

B.S. BioResource and Agricultural Engineering,
California Polytechnic State University, San Luis Obispo

AREAS OF EXPERTISE

Municipal District Engineering
Irrigation District Engineering
Water Resources
Sustainable Groundwater Management Act (SGMA)
Ag & Municipal Water Planning

REGISTRATION/CERTIFICATIONS

Civil Engineer, California #74955
Agricultural Engineer, California #577

AFFILIATIONS

Groundwater Resources Association of California (GRAC)
United States Committee on Irrigation & Drainage (USCID)

PROFESSIONAL SUMMARY

Joseph Hopkins has more than 19 years of professional experience, currently serving as Principal Engineer. He has provided engineering services for water projects throughout the state, including preparing water supply studies, designing water supply and distribution systems, groundwater monitoring reports, designing irrigation systems, securing grant funds, and preparing Prop 218 engineers reports and fee studies for a wide variety of clients and projects. He has closely monitored the Sustainable Groundwater Management Act (SGMA) since its inception and has consulted on behalf of local agencies for SGMA compliance, including Groundwater Sustainability Agency (GSA) formation and Groundwater Sustainability Plan (GSP) development and implementation.

RELEVANT EXPERIENCE

District Management, Aliso Water District, Madera County, California, Project Manager
Mr. Hopkins has been supporting the management of the Aliso Water District (AWD) since 2015. He is leading the effort to assist AWD in compliance with SGMA. AWD has relatively no surface water supply and is only operated at a limited capacity, i.e. meeting quarterly and having no staff. Once SGMA was instated, AWD recognized they needed to be proactive to protect the interest of their growers. The first step was educating the board and growers on what SGMA was and the impact it could have on their operations. The next step was GSA formation. Through discussions with the board, it was determined the best course of action for their circumstances was to develop a GSA just of their District. An AWD GSA would retain their autonomy for governance but could allow for collaboration for basin wide SGMA compliance. Finally, the GSP was developed. This included collaboration with the rest of the Delta-Mendota basin for GSP development. This includes representing AWD in discussions for GSP development, and reviewing and recommendations of measures to reach sustainability. GSP preparation included developing water budgets and developing sustainable management criteria development. Mr. Hopkins now supports the day-to-day operations of the District. This includes preparing board agenda and minutes, developing and enforcing policy, and managing budgets.

District Engineer, Tranquillity I.D., Fresno County, California
Mr. Hopkins serves as the District Engineer for the Tranquillity Irrigation District. Mr. Hopkins consults with the District on technical issues related to both municipal and agricultural related facilities and water supply. In this role, he has designed

multiple well and water distribution facilities. He has also prepared many successful grant applications and consulted on compliance with the Sustainable Groundwater Management Act (SGMA).

Groundwater Monitoring Program, AB 303 Grant Application, James Irrigation District, Fresno County, California, Grant Writer
This project involved writing a grant application to investigate water quality issues in James Irrigation District. Of the 122 applications submitted, this grant ranked in the top 10. The application was successful in securing $248,010 in grant funds for James Irrigation District.

Agricultural Well Conversion to Drinking Water, Riverstone Development, LLC, Madera County, California, Project Manager
This project involves the conversion of two agricultural wells to drinking water wells. The scope includes the well pumps, motors, site work and electrical.

Groundwater Sustainability Plan, Grassland Water District, Merced County, California, QA/QC
Provost & Pritchard prepared the Groundwater Sustainability Plan for the Grassland GSA. This included developing monitoring networks, preparing water budgets, recommending and evaluating Sustainable Management Criteria, as well as developing projects and management actions to remain sustainable. Due to his involvement in multiple GSAs in the Delta-Mendota Subbasin, Mr. Hopkins provided QA/QC input on this project to maintain consistency across the plans.

SGMA Compliance, New Stone Water District, Madera County, California, Project Manager
Mr. Hopkins is leading the effort to assist New Stone Water District (NSWD) with compliance with SGMA. NSWD has relatively no surface water supply, and is only operated in a limited capacity, i.e. meeting quarterly and having no staff. Once SGMA was instated, NSWD recognized they needed to be proactive to protect the interest of their growers. It was identified that NSWD straddled two DWR sub-basins, and that the boundary should be adjusted to place NSWD wholly within one basin, which would simplify GSA/GSP development and implementation. After consultation with the DWR, and neighboring agencies, a Basin Boundary Modification request was made to DWR. The next step was GSA formation. Through discussions with the board, it was determined the best course of action for their circumstances was to develop a GSA just of their District. An NSWD GSA would retain their autonomy for governance but could allow for collaboration for basin wide SGMA compliance. The current task at hand is developing the Groundwater Sustainability Plan.

Prop 218 Engineer's Report and Fee Study, Aliso Water District, Madera County, California, Project Manager
Mr. Hopkins prepared an engineer's report for the District's GSA to collect money to manage the GSA and begin preparation of the GSP. Next, a fee study was performed to collect groundwater extraction fees to fund GSP implementation.

REBECCA QUIST

Senior Specialist

9 years of experience
Office Location: Clovis

EDUCATION

B.A. Political Science, Minor Emphasis: Entrepreneurship, University of California, Los Angeles

AREAS OF EXPERTISE

Stakeholder Engagement and Facilitation
Community Outreach and Education
Community-Based Social Marketing
Strategic Integrated Communications Campaigns
SGMA Communication Strategies

AFFILIATIONS

Groundwater Resources Association of California (GRAC)

PROFESSIONAL SUMMARY

Rebecca Quist has more than nine years of professional experience, currently serving as a Senior Public Affairs Specialist. She has a strong background in developing stakeholder engagement, education, and communications programs for agricultural, rural residential, municipal, and Disadvantaged Community (DAC) water issues. Her skills in communications help organizations communicate position complex and technical information to their audiences with relevance and clarity. Rebecca has experience developing and executing integrated communications, public affairs, and social marketing campaigns on a range of projects relating to infrastructure, surface water, and groundwater supply management. In her role, she works with agencies to build trust with stakeholders, communicate key issues, and facilitate constructive relationships between diverse interest groups.

RELEVANT EXPERIENCE

Kaweah Subbasin Mitigation Program Outreach Campaign Planning, East Kaweah Groundwater Sustainability Agency, Tulare County, Senior Public Affairs Specialist

On behalf of its client the East Kaweah GSA, Provost & Pritchard is assisting with the Kaweah Subbasin's coordinated outreach for the new domestic well mitigation program. The services provided by Provost & Pritchard include helping facilitate the Subbasin's Mitigation Core Team weekly call to drive the development and execution of an outreach campaign for the new mitigation program. Services also include coordination assistance with program partner Self-Help Enterprises on campaign development, including identifying key roles and responsibilities, and assisting with the components of the plan's execution. Provost & Pritchard's responsibilities include Facilitate Weekly Mitigation Core Team Meetings Between GSA managers, Self-Help Enterprises Representatives, and Technical Consultants, Development Coordinated Mitigation Program Outreach Campaign Plan, Self-Help Enterprises Coordination and Mitigation Program Partnership Media Engagement and Press Release.

Groundwater Allocation Public Outreach Campaign, North Fork Kings GSA, Fresno County, California, Senior Public Affairs Specialist

Ms. Quist designed and is leading the execution of an integrated strategic marketing, education, and public engagement campaign to support the development and implementation of a groundwater allocation framework for the North Fork Kings GSA. The effort centers on translating complex water accounting methodologies and legal requirements under SGMA into clear, accessible information for agricultural landowners, while fostering trust, transparency, and meaningful participation.

Early-stage planning focused on simplifying technical allocation concepts through the development of custom infographics and educational videos that introduce key topics and address frequently asked questions. These materials informed the creation of a comprehensive educational webpage housing all allocation-related content, as well as a new public-facing "Engage Page" website designed to reinforce the agency's accessibility and responsiveness. Quist led the design of a multi-

part, in-person workshop series that intentionally built on itself to provide a progressive foundation of understanding. The series included guest speakers, culminating in grower-to-grower facilitated discussions. Additional outreach included the development of comprehensive landowner binders consolidating essential resources and guidance needed to operate as a grower within the North Fork Kings GSA under SGMA.

Well Registration Marketing and Outreach Campaign, North Fork Kings GSA, Fresno County, California, Senior Public Affairs Specialist

Ms. Quist designed and executed an integrated strategic marketing and public outreach strategy to promote the registration of groundwater wells, production and private domestic, by all landowners within the primarily rural North Fork Kings GSA. The effort involved a two-prong approach: marketing and outreach paired with a one-on-one landowner support effort. Early stage planning included designing and conducting print surveys along with facilitating focus group discussions with the agency's Grower Advisory and Rural Community Advisory committees to assess well registration barriers and potential motivators. The information gathered was used to develop campaign key messages and refine the well registration program launch approach. Quist led the development of all campaign materials across digital platforms and print, and oversaw the development of landowner parcel and mailing lists. The campaign effort included the development of an educational webpage, regularly distributed email marketing content, print materials including multi-lingual flyers, direct mailers, and FAQs, in-person landowner support workshops for targeted audience groups, and rural residential outreach at local community events including food distributions and swap meet. The 10-month effort resulted in over 80% of all GSA area parcels being claimed in the registration portal, and the registration of over 750 private domestic wells and over 1,400 agricultural wells.

Consolidated Irrigation District Proposition 218 Election, Consolidated Irrigation District, Fresno County, California, Senior Public Affairs Specialist

Ms. Quist designed and executed a comprehensive strategic communications campaign to support the successful passage of a Proposition 218 election for the Consolidated Irrigation District. The District sought a notable increase to its land-based assessment to address Sustainable Groundwater Management Act (SGMA) implementation, and needed approval from landowners to increase rates. The campaign focused on building understanding and credibility with the landowner voting base by providing clear, factual information that appealed to landowner values. The election passed with approval by 66% of returned ballots to more than double the approved maximum assessment rate.

Quist led the development of the election narrative, including key messaging, tagline, and detailed talking points for District staff responding to landowner inquiries. She oversaw the creation of all campaign materials across print, digital, and in-person formats, including an educational handout and FAQs, data-driven infographics, direct mailers, PowerPoint presentations, and targeted email communications. Quist also directed the development of a dedicated election webpage to serve as the central hub for all election information and resources. The outreach strategy included targeted landowner meetings and a series of educational workshops in-person and online. Quist supported workshop speakers through structured Q&A preparation and debrief sessions, coordinated webinar meeting logistics, and oversaw the production and distribution of a workshop recording.

Groundwater Mitigation Plan Outreach, Mid-Kaweah Ground Water Sustainability Agency, Tulare County, California, Associate Public Affairs Specialist

Ms. Quist developed and executed the public outreach plan to solicit feedback and comments on a new draft Mitigation Plan developed by the Mid-Kaweah Groundwater Sustainability Agency to address impacts to private domestic and small community wells caused by declining groundwater levels, land subsidence, and degraded groundwater quality. The effort involved coordinating with GIS team members to develop targeted mailing lists to reach well users, managing the development of multi-lingual outreach materials and resources including a direct mailer, FAQ sheet, and project flyer, coordinating a hybrid (in-person/virtual) public outreach event, and collaborating with representatives from non-governmental agencies including Self-Help Enterprises (SHE), Community Water Center (CWC), and Leadership Counsel for Justice and Accountability (LCJA) to identify key locations for English/Spanish flyer distribution within Disadvantaged Communities of Waukena, Okieville, and Matheny Tract to promote the Mitigation Plan and upcoming outreach event.

LYNN MOELLER, PE

Senior Engineer

12 years of experience

Office Location: Clovis

EDUCATION

M.S. Civil and Environmental Engineering,
Stanford University

B.S. BioResource and Agricultural Engineering,
California Polytechnic State University, San Luis Obispo

AREAS OF EXPERTISE

Sustainable Groundwater Management Act (SGMA)
Report Preparation
Groundwater Recharge
Field Sampling
Groundwater Assessment
Data Analysis

REGISTRATION/CERTIFICATIONS

Civil Engineer, California #84194
Agricultural Engineer, California #578

AFFILIATIONS

American Society of Agricultural and Biological Engineers (ASABE)
Association of Women in Water, Energy, and Environment (AWWEE)

PROFESSIONAL SUMMARY

Lynn Moeller has more than 12 years of professional experience, currently serving as Senior Engineer. She has experience in a variety of different projects, including SGMA projects, water resources engineering projects, water well projects, and feasibility studies. Specifically, Lynn has worked on Groundwater Sustainability Plans, Basin Boundary Modifications, canal and pipeline design, new well installations, recharge projects, data collection evaluations, creek feasibility studies, Infrastructure Plans, and facility assessments.

RELEVANT EXPERIENCE

Infrastructure Plan Development, Raisin City Water District, Fresno County, California, Project Engineer
Ms. Groundwater helped manage the project, delegated tasks and monitored the budget. This project completed a preliminary level feasibility study for seven projects that were identified by RCWD to develop surface or recharge water supplies. The Infrastructure Plan includes the following for each of the seven projects: a description of the project, a summary of the permitting and regulatory process, an explanation of benefits, an explanation of the source and reliability of the water supply, and an estimated cost. She conducted field reviews of the projects, coordinated with the client, prepared cost estimates, and wrote sections of the Infrastructure Plan.

GSA On-Going Services, McMullin Area GSA, Fresno County, California, Project Manager
Ms. Groundwater provided engineering services to support the implementation of the GSP, including engineering, planning, environmental and other consulting services. On-going services include groundwater level monitoring, land subsidence monitoring, and coordinating data gathering for annual reports.

Grant Administration, Kings Basin Water Authority, Fresno County, California, Project Engineer
Ms. Groundwater provided assistance with grant administration for the Sustainable Groundwater Planning Grant for North Fork Kings GSA awarded by the Department of Water Resources via Proposition 1 funds. She is responsible for coordinating with KRCD to compile GSP project progress information, invoices, and backup documentation necessary for preparation of quarterly reports, final GSP completion, and grant completion reports.

Facilities Assessment, Fresno Irrigation District, Fresno County, California, Project Manager
Ms. Groundwater helped manage the project, delegated tasks and monitored the budget. She managed the project team to write the report, coordinated with Fresno Irrigation District, and performed data analysis. This project assessed and quantified the existing infrastructure in the District consisting of canals, pipelines, basins, SCADA, and structures. Utilizing GIS and data provided by FID, the existing information was summarized based on a variety of factors including age, material, location, miles of pipe, volume of basins, and identified unknown facilities and structures.

Aliso Ranch On-Farm Capture, Britz, Inc., Madera County, California, Project Engineer
Ms. Groundwater helped manage the project, delegated tasks and kept track of the budget. She designed the diversion, coordinated biological and cultural surveys, and coordinated with permitting agencies including the United States Army Corps of Engineers and Lower San Joaquin Levee District. She reviewed construction plans and solicited and reviewed construction bids. The project allows the landowner to divert flood water from the Chowchilla Bypass to the landowner's property while alleviating downstream pressure in the channel. This project consisted of a conceptual and final design of a steel walkway, head gate, and grower connection, documenting permitting requirements, initial identification of alignments and facilities as well as a biological review and a CEQA Initial Study.

McMullin Expansion Project, McMullin Area GSA, Fresno County, California, Project Manager
Ms. Groundwater was responsible for designing a conveyance system that ties into the end of the McMullin On Farm Flood Capture Phase 1 canal and continues east towards Raisin City. During flood releases on the North Fork of the Kings River, Phase 1 of the Project diverts flows (up to 500 cfs) to farmland in the vicinity of the McMullin Grade and James Bypass for the purposes of flood protection benefits downstream. This project consists of 11.5 miles of canal with 300 cfs conveyance capacity, three 300 cfs pump stations, ten farm road crossings, and two paved county road crossings.

McMullin Area Groundwater Sustainability Plan, McMullin Area GSA, Fresno County, California, Project Manager
Ms. Groundwater was the Project Manager and lead author for a Groundwater Sustainability Plan in Fresno County. Challenges include achieving groundwater sustainability in an area with no permanent surface water supply. Topics addressed in the Plan include groundwater conditions, groundwater monitoring, hydrogeologic conceptual model, water budget, groundwater policies, overdraft analysis, development of long-term goals, and identification conceptual evaluation of overdraft mitigation project. Ms. Groundwater helped manage the project, delegated tasks, and monitored the budget. She manages the project team to write the GSP, coordination and outreach with participating agencies, and data collection and analysis. The GSP was adopted by the MAGSA board at the November 6, 2019 Board Meeting. The GSP will be submitted to DWR in January 2020.

Exhibit B
Compensation/ Fees

PROVOST&PRITCHARD
CONSULTING GROUP

MID-KINGS RIVER
PROP 218 OUTREACH & ELECTION SERVICES

FEE ESTIMATE

Task No.	Task	Principal Engineer III	Senior Engineer III	Senior Specialist II	Assistant Specialist II	Assistant Specialist IV	Associate Technician I	Senior Project Administrat	Administrative Assistant III	Associate Specialist II	Associate Specialist II	Labor Totals	Sub-consultant Fee	Sub-cons. Fee	Miles Traveled	Expenses, Fees	Mileage/ Reimb. Costs	Subtotal	Contingency	Equipment Fee	Total Fee
	Hourly Rate:	Hopkins_J $255	Moeller_L $206	Quist_R $178	De Anda_A $112	Ramirez_S $122	Fry_J $120	Sales_L $134	Cissel_S $99	Toews_B $140	Carlos_A $140			Markup: 15%	Rate: $0.725		Markup: 15%		10%	$0	
1	**Outreach**																				
1.1	Campaign Coordination			30								$5,340		$0	200		$167	$5,507	$551		$6,057
1.2	Strategy & Approach			14	6							$3,164		$0			$0	$3,164	$316		$3,480
1.3	Targeted Landowner Mtgs Supp			12		6					8	$3,988		$0			$0	$3,988	$399		$4,387
1.4	Edu Web, Handout, Infographic, Mailer			12	30	6	55					$12,828		$0		$2,000	$2,300	$15,128	$1,513		$16,641
1.5	Promo Content and PR			12	30	6	6					$6,948		$0			$0	$6,948	$695		$7,643
1.6	Workshops (x2)			32	48		2		6			$11,906		$0	200	$1,000	$1,317	$13,223	$1,322		$14,545
		0	0	112	114	18	63	0	6	0	8									0	
Task 1	*Fee Subtotal*	$0	$0	$19,936	$12,768	$2,196	$7,560	$0	$594	$0	$1,120	$44,174	$0	$0	400	$3,000	$3,784	$47,958	$4,796	$0	**$52,753**
2	**Election Services**																				
2.1	Election Services		8	4	16			8				$5,224	$12,610	$14,502			$0	$19,726	$1,973		$21,698
		0	8	4	16	0	0	8	0	0	0									0	
Task 2	*Fee Subtotal*	$0	$1,648	$712	$1,792	$0	$0	$1,072	$0	$0	$0	$5,224	$12,610	$14,502	0	$0	$0	$19,726	$1,973	$0	**$21,698**
3	**Engineer's Report**																				
3.1	Review data, Define benefitted lands	10	20	4						20		$10,182		$0			$0	$10,182	$1,018		$11,200
3.2	Consult on Fee Structure (includes 2 meetings)	25	35	4						8		$15,417		$0			$0	$15,417	$1,542		$16,959
3.3	Prepare Engineer's Report (includes 2 meeting)	15	55	4				16		16		$20,251		$0			$0	$20,251	$2,025		$22,276
												$0		$0			$0	$0	$0		$0
												$0		$0			$0	$0	$0		$0
												$0		$0			$0	$0	$0		$0
												$0		$0			$0	$0	$0		$0
												$0		$0			$0	$0	$0		$0
												$0		$0			$0	$0	$0		$0
		50	110	12	0	0	0	16	0	44	0									0	
Task 3	*Fee Subtotal*	$12,750	$22,660	$2,136	$0	$0	$0	$2,144	$0	$6,160	$0	$45,850	$0	$0	0	$0	$0	$45,850	$4,585	$0	**$50,435**
	Project Hour Subtotals	**50**	**118**	**128**	**130**	**18**	**63**	**24**	**6**	**44**	**8**	**589**								**0**	
	Project Fee Subtotals	**$12,750**	**$24,308**	**$22,784**	**$14,560**	**$2,196**	**$7,560**	**$3,216**	**$594**	**$6,160**	**$1,120**	**$95,248**	**$12,610**	**$14,502**	**$400**	**$3,000**	**$3,784**	**$113,533**	**$11,353**	**$0**	**$124,886**