

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR
HYDROGEOLOGICAL SUPPORT SERVICES ASSESSMENT OF MISSION SPRINGS
WATER DISTRICT WELLS 28 AND 30
PROJECT DIR # N/A**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **September 1, 2025**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water DISTRICT (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **Kyle Groundwater, Inc., a California Corporation** whose address is **2377 W. Foothill Blvd., Suite 7, Upland, CA 91786** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. DISTRICT desires to engage CONTRACTOR to provide the following services: **professional hydrogeological support services related to assessment of Wells 28 and 30**; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such professional services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

- 1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after **one year** unless extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.
- 2. **Services to be Performed.** CONTRACTOR agrees to provide the services (“Services”) contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates **Russell Kyle** as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the project manager (“Project Manager”) in connection with the delivery of Services under

this Agreement.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of **\$21,387.00**.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by the DISTRICT, the CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply at its sole expense with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5.11 In the performance of this contract the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Professional Liability Insurance. Choose and check one: Required /Not Required ; CONTRACTOR will file with DISTRICT, before beginning professional services, a certificate of insurance satisfactory to DISTRICT evidencing professional liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

b. Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. CONTRACTOR will file with DISTRICT, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing.

c. If Claims Made Policies (applies only to professional liability and cyber liability policies):

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

d. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

e. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

f. Workers’ compensation (statutory limits) and employer’s liability (\$1,000,000) per accident for bodily injury or disease. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the professional services under this agreement. As required by the State of California, with Statutory Limits and Employer’s Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.

g. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit “B”**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

h. Required Provisions –

- CONTRACTOR shall require and verify that all subcontractors maintain insurance

meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers, employees, contractors, subcontractors and authorized volunteers are an additional insured on Commercial General Liability Coverage. CONTRACTOR shall provide certificates of insurance to the DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current insurance certification shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. CONTRACTOR shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work.

- Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it".

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of the ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7A. Indemnification Design Professionals.

7A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 7A shall apply instead of Section 7. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the DISTRICT, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR’S proportionate percentage of fault.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONTRACTOR.

9.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services in CONTRACTOR’S own way

as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of DISTRICT. However, CONTRACTOR shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the DISTRICT is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At the DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination of all of such records and shall permit DISTRICT's

agents to audit, examine and reproduce such records.

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

12.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

12.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

12.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

12.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

12.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

12.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

12.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. The CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

12.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

CONTRACTOR:

MISSION SPRINGS WATER DISTRICT

KYLE GROUNDWATER, INC.

By: *Brian E Macy*
Brian E Macy (Sep 16, 2025 16:18:01 PDT)

By: *Russell Kyle*

Print Name Brian E. Macy, PE

Print Name Russell Kyle

Title: General Manager

Title: President / CEO

Date: September 16, 2025

Date: 3-Sep-25

EXHIBIT “A”

PROPOSAL

(insert behind this page)



June 18, 2025

Mr. Danny Friend
Director of Operations
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

**Subject: Proposal for Professional Hydrogeological Support Services
Assessment of Mission Springs Water District Wells 28 and 30**

Dear Danny:

KYLE Groundwater, Inc., (KGI) is pleased to present this proposal to Mission Springs Water District (MSWD) for professional hydrogeological services related to assessment of Wells 28 and 30. It is our understanding that Well 28 has been inactive for over a year due to mechanical issues and the cost of uranium treatment, and that Well 30 has been inactive since 2009 due to elevated uranium concentrations. MSWD would like to assess the current condition of each well and evaluate the feasibility of returning the wells to service, including well rehabilitation and redevelopment. Additionally, we understand that Well 42 requires a Drinking Water Source Assessment and Protection (DWSAP) document. Our detailed scope of work and cost proposal to perform condition assessments, develop well rehabilitation and redevelopment work plans, and prepare a DWSAP document is as follows, and in Table 1.

Task 1.0 – Project Management and Meetings

KGI will provide general project management and will attend a field visit to the well sites to assess site logistics and regulatory constraints. The purpose of any additional meetings will be to discuss the results of each phase of the assessment, and review project progress. Meeting agendas will be prepared for all project meetings and meeting minutes will be provided, as necessary.

Task 2.0 – Review Well Data and Prepare Condition Assessments

KGI will collect and review readily available information for the wells, including the recently completed video and EMT-24 surveys, DWR well completion reports, well construction summary reports, aquifer pumping test results, historical groundwater levels (static and pumping), historical pumping rates, pumping plant efficiency reports, and details regarding previous well rehabilitation or modification efforts. Data and information will be reviewed to estimate the current physical condition of the wells, including structural integrity, estimated degree of corrosion, mineral encrustation, and/or bacterial activity. Pumping dynamics will be evaluated in the context of regional static and pumping groundwater elevations to identify causes of production loss and/or water level decline, as applicable.

KYLE Groundwater, Inc.
2377 W. Foothill Blvd., Suite 7
Upland, CA 91786
(626) 379-7569

Additionally, KGI will assess the regulatory feasibility of bringing the wells back to service, which requires compliance with all current well design and construction standards, and all current regulatory requirements, including, but not limited to, adherence to minimum setbacks from sanitary hazards and establishment of a 50-foot control zone surrounding the well.

KGI will utilize the well condition assessments as a basis for preparing customized work plans for rehabilitation, redevelopment, and testing of each well. Each work plan will include detailed procedures and protocols for additional downhole inspection (if any), repair, removal of fill, mechanical cleaning, chemical cleaning, redevelopment, testing, disinfection, and any other rehabilitation task deemed necessary to improve well efficiency and return the well to service expeditiously. A bid schedule will be provided for each well along with engineer's estimates. It is highly recommended that on-site observation services be provided during the well rehabilitation process to verify that specified procedures and protocols are followed. A proposal for this work can be provided separately, and upon request.

Task 3.0 – Prepare Drinking Water Source Assessment and Protection (DWSAP) Documents

DWSAP documents will be prepared for Well 42 using the latest forms available from the California Division of Drinking Water. Preparation of the DWSAP documents requires identification of all Potentially Contaminating Activities (i.e., PCAs) within two-, five- and ten-year protection zones. These protection zones will be delineated using the modified calculated fixed-radius method, taking in to account local groundwater flow direction, anticipated well construction details and pumping capacity, and aquifer parameters. Protection zones will be presented in map form along with identified PCAs. Those PCAs that are identified as posing the greatest environmental risk to the proposed well (if any) will be provided in a ranked vulnerability inventory and assessed within the DWSAP documents. The DWSAP documents will be submitted to MSWD in electronic (i.e., PDF) format for forwarding to DDW. Some of the information and data needed to prepare the DWSAP documents is contained within our in-house database. Additional information, as needed, will be requested once the work has begun.

Thank you for considering our proposal and please do not hesitate to contact me at 626.379.7569 or russell.kyle@kylegroundwater.com should you have any questions or concerns. We welcome the opportunity to continue our mutually beneficial working relationship with MSWD.

Sincerely,



Russell John Kyle, PG, CHG
President / Principal Hydrogeologist

MISSION SPRINGS WATER DISTRICT
Cost Proposal for Proposal for Professional Hydrogeological Support Services
Assessment of Mission Springs Water District Wells 28 and 30

		Principal Hydrogeologist	Project Hydrogeologist	Staff Hydrogeologist	GSI Technician	Project Coordinator	Clerical	Labor	Direct Costs	Total Cost
<i>Hourly Rate:</i>		\$195	\$145	\$135	\$120	\$105	\$80			
1.0 PROJECT MANAGEMENT AND MEETINGS										
1.1	Provide General Project Management and Attend Site Walk	4	4					\$ 1,360	\$ 147	\$ 1,507
2.0 REVIEW WELL DATA AND PREPARE WELL CONDITION ASSESSMENTS										
2.1	Collect and Evaluate Well Data, Review Video and EMT Surveys, Perform Condition Assessment, and Prepare Letter Report and Detailed Work Plan (WELL 28)	8	12	16	4			\$ 5,940	\$ -	\$ 5,940
2.2	Collect and Evaluate Well Data, Review Video and EMT Surveys, Perform Condition Assessment, and Prepare Letter Report and Detailed Work Plan (WELL 30)	8	12	24	4			\$ 7,020	\$ -	\$ 7,020
3.0 PREPARE DRINKING WATER SOURCE ASSESSMENT AND PROTECTION (DWSAP) DOCUMENTS (WELL 42)										
3.1	Prepare Drinking Water Source Assessment and Protection (DWSAP) Documents	8	8	24	8			\$ 6,920	\$ -	\$ 6,920
TOTAL HOURS AND COST:		28	36	64	16			\$ 21,240	\$ 147	\$ 21,387

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 130 Vantis Suite 250 Aliso Viejo, CA 92656	CONTACT NAME: Anita Pabnani PHONE (A/C, No, Ext): (407) 998-5213 FAX (A/C, No): E-MAIL ADDRESS: anita.pabnani@ioausa.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Admiral Insurance Company 24856 INSURER B : Security National Insurance Company (AmTrust) 19879 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Kyle Groundwater, Inc. 309 E. Jefferson Ave. Pomona, CA 91767	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	FEI-ECC-27496-05	6/11/2025	6/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FEI-ECC-27496-05	6/11/2025	6/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FEI-EXS-28002-05	6/11/2025	6/11/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SWC1558401	6/23/2025	6/23/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			FEI-ECC-27496-05	6/11/2025	6/11/2026	Each Claim/Aggregate 1,000,000
A	Professional Liabili			FEI-ECC-27496-05	6/11/2025	6/11/2026	Each Claim/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hydrogeological Support Services Assessment of MSWD Wells 28 and 30
Certificate Holder is Additional Insured with respect to General Liability when required by written contract per form #ECC-319-0712, Completed Operations per form CG 20 37 12 19. The General Liability is primary and noncontributory, when required by written contract per form #ECC-548-0317. Waiver of Subrogation with respect to General Liability per form #ECC-320-0712.

30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER Mission Springs Water District 66575 Second Street Desert Hot Springs, CA 92240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 06/11/2025, attaches to and forms a part of
Policy Number FEI-ECC-27496-05.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS BLANKET**

This endorsement, effective 06/11/2025, attaches to and forms a part of
Policy Number FEI-ECC-27496-05.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement, effective 06/11/2025, attaches to and forms a part of
Policy Number FEI-ECC-27496-05.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 06/11/2025, attaches to and forms a part of
Policy Number FEI-ECC-27496-05.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

CONTRACTORS POLLUTION LIABILITY COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 06/11/2025, attaches to and forms a part of
Policy Number FEI-ECC-27496-05.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

**COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

Additional Insured Endorsement– CPL

This endorsement, effective 06/11/2025, attaches to and forms a part of
Policy Number FEI-ECC-27496-05.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

Location And Description of Completed Operations:

Those project locations where this endorsement is required by contract.

Additional Premium: \$Applied

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The term *insured* is amended to include as an additional insured the person(s) or organization shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization as required by written contract.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	6/23/2025	Policy No.	SWC1558401	Endorsement No.	0
Insured	Kyle Groundwater, Inc.			Premium \$	2,635
Insurance Company	Security National Insurance Company				

Countersigned by _____