

**BORREGO SPRINGS WATERMASTER
PROFESSIONAL SERVICES AGREEMENT**

This Agreement (“Agreement”) is made and entered into as of August 13, 2020 by and between the Borrego Springs Watermaster, an entity Court Agent proposed to be formally activated by entry of a Judgment in Borrego Water District v. All Persons, San Diego County Superior Court, No. 37-2020-00006776-CU-TT-CTL (“Watermaster”) and Wildermuth Environmental, Inc., with its principal place of business at 23692 Birtcher, Lake Forest, California, 92630 (hereinafter referred to as “Consultant”). Watermaster and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Watermaster has been operating in accordance with a Settlement Agreement executed during January, 2020 by parties who are owners of land in and interested in finally adjudicating water production rights and managing water resources in the Borrego Springs Subbasin (“the Basin”) of the Borrego Valley Groundwater Basin. Those parties, together with Borrego Water District, are prosecuting that adjudication of water rights entitled Borrego Springs Water District v. All Persons..., San Diego County Superior Court Case No. 37-2020-00006776-CU-TT-CTL and are requesting the imposition of a Physical Solution which will be managed by Watermaster. That proposed disposition is embodied by a Judgment (“the Judgment”). Watermaster has been structured and members thereof appointed in accordance with the provisions of the Judgment on an interim basis while entry of the Judgment remains pending with interim funding provided for in the Settlement Agreement. Watermaster requires professional services of an Executive Director and a Technical Consultant, with appropriate support staff for both, to discharge the functions and responsibilities of the Watermaster delineated in the Judgment.

B. Consultant is duly licensed and has the necessary qualifications and personnel to provide the Services referred to herein.

C. The Parties desire by this Agreement to establish the terms for Watermaster to retain Consultant to provide the Services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide Watermaster with the services generally described in the Statement of Work attached hereto as Exhibit “A”, and as required herein. The Parties contemplate that additional statements of work will be agreed to in writing. Upon execution by both Parties, upon Watermaster Board approval, the work described therein will become a part of the Statement of Work and subject to the terms and conditions of this Agreement without further amendment to the Agreement. The services to be provided by Consultant pursuant to this Agreement are collectively referred to herein as the “Services.” The Consultant shall take direction only from the Watermaster Board and not from an individual member of the Watermaster Board.

2. Compensation.

a. Subject to paragraph 2(b) below, Watermaster shall pay for the Services in accordance with the WEI Fee Proposal set forth in Exhibit "B" attached hereto or as described in the Statement of Work. In the event of a conflict between Exhibit B and the Statement of Work, the Statement of Work will control.

b. Periodic payments for work performed shall be made within thirty (30) days of receipt of an approved invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis. Whenever a specified period of a number of days is delineated herein, "days" shall mean consecutive calendar days. The Watermaster will appoint a director to approve invoices subject to the ratification by the Watermaster at its next scheduled meeting.

3. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available for review by Watermaster at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by Watermaster.

4. Term; Time of Performance.

The term of this Agreement shall commence on the date first set forth above and expire on December 31, 2022, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines for any particular item or items of service. Consultant represents that it has the professional and technical personnel required to satisfactorily perform the Services as required by this Agreement. Upon Watermaster's request, Consultant shall provide a more detailed schedule of anticipated performance to meet any requested Performance Schedule requested by Watermaster. All applicable indemnification provisions of this Agreement shall survive and remain in effect following the termination of this Agreement.

5. Delays in Performance.

a. Consultant shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of Consultant. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, Consultant shall, within a reasonable time of being prevented from performing, give written notice to Watermaster describing the circumstances preventing continued performance and the efforts being made to resume performance of any delayed item of Service.

6. Compliance with Law.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements in discharging its obligations hereunder.

7. Standard of Care.

Consultant's Services will be performed in accordance with the generally accepted professional standard(s) of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant shall, at all times herein, possess any and all professional licenses and certifications required to lawfully perform the Services.

8. Assignment and Subcontracting.

Consultant shall not assign, subcontract, or transfer this Agreement, or any rights or obligations under, or any interest in this Agreement without the prior, written consent of Watermaster, which may be withheld for any reason. The Services required to be performed by Consultant are personal to Consultant. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Authorized subcontracts, if any, shall contain a provision making the subcontractor subject to all provisions stipulated in this Agreement.

9. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of Watermaster. No employee or agent of Consultant is or shall become an employee of Watermaster. The work to be performed shall be in accordance with the Statement of Work described in this Agreement, subject to such general directions and amendments from Watermaster as herein provided.

a. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

b. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of Watermaster and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of Watermaster employees, if any, or other consultants; and Watermaster's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any Watermaster uniform, badge, identification number, or other information identifying such individual as an employee of Watermaster. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement.

c. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment

insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by Watermaster, including but not limited to, eligibility to enroll in, or reinstate to membership in any public retirement program, as an employee of Watermaster or San Diego County Superior Court, and entitlement to any contribution to be paid by Watermaster for employer contributions or employee contributions for any retirement benefits.

d. Consultant shall indemnify, defend and hold harmless Watermaster and its officials, officers, employees, servants, and agents serving as independent contractors in the role of Watermaster officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 9, or any of Consultant's personnel practices. The duty of indemnification set forth in this Section is in addition to all other indemnification provisions of this Agreement.

10. Insurance. Consultant shall not commence work for Watermaster until it has secured all insurance required under this section and provided evidence thereof that is acceptable to Watermaster. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to Watermaster.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract

(8) Broad Form Property Damage

(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall be endorsed to name Watermaster, its officials, officers, employees, and agents as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability coverage may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by Watermaster, and provided that such deductibles shall not apply to Watermaster as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to Watermaster.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall be endorsed to name Watermaster, its officials, officers, employees, and agents as additional insureds.

(iv) Subject to written approval by Watermaster, the automobile liability coverage may utilize deductibles, provided that such deductibles shall not apply to Watermaster as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that it 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 he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by it to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this

Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to Watermaster and with the limits indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	In the amount required by California law.
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Proof of Insurance

Prior to execution of the Agreement, Consultant shall file with Watermaster evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the

insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide Watermaster at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to Watermaster at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by Watermaster or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of Watermaster, its officials, officers, employees, and agents or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Watermaster, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to Watermaster and shall not preclude Watermaster from taking such other actions available to Watermaster under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by Watermaster, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by Watermaster, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise

assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Watermaster has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Watermaster will be promptly reimbursed by Consultant or Watermaster will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Watermaster may cancel this Agreement.

(iii) Watermaster may require Consultant to provide complete copies of all insurance policies in effect for the duration of this Agreement.

(iv) Neither Watermaster nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(v) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to Watermaster. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

j. Subcontractor Insurance Requirements. Consultant shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to Watermaster that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name Watermaster as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Watermaster may approve different scopes or minimum limits of insurance for particular subcontractors.

11. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by Watermaster), indemnify and hold Watermaster, its officials, officers, attorneys, agents, employees, successors, assigns and those Watermaster agents serving as independent contractors in the role of Watermaster officials (collectively "Indemnitees" in this Section 11 free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages and/or injury of any kind, in law or equity, to property or persons, including personal injury and wrongful death, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Consultant's Services, this Agreement or any specific item of the Services, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or any of the Indemnitees.

b. To the extent Consultant's Services are subject to California Civil Code § 2782.8, then to the fullest extent permitted by law, Consultant shall, at its sole cost and expense,

indemnify and hold harmless the Indemnitees, and each of them, from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for whom Consultant shall bear legal liability) in the performance of services under this Agreement. Notwithstanding the foregoing and as required by Civil Code § 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed Consultant's proportionate percentage of fault.

c. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

13. Termination or Abandonment.

a. Watermaster has the right to terminate or abandon any portion or all of the work under this Agreement by giving thirty (30) days' prior, written notice to Consultant. In such event, Watermaster shall be immediately given title and possession to all Work Product and original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Provided Consultant is not then in breach, Watermaster shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of any item or items of specified work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon one hundred twenty (120) calendar days' prior, written notice to Watermaster.

c. If this Agreement is terminated, Consultant shall promptly convert Watermaster's database from the HydroDaVE system suggested and implemented by Consultant back to the ERSI platform for a not to exceed cost of \$2,500.00.

14. Ownership of Work Product.

a. Except as otherwise provided in "Termination or Abandonment," above, and unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of Watermaster. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all

copyrights and other proprietary rights, shall be and remain the property of Watermaster without restriction or limitation upon their use, duplication or dissemination by Watermaster upon final payment being made. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

b. Consultant hereby assigns to Watermaster all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in Watermaster pursuant to subsection (a), above.

c. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, Watermaster shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold Watermaster, and its officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of Watermaster officials, harmless from any loss, claim or liability in any way related to a claim that Watermaster's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by Watermaster is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for Watermaster the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for Watermaster; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

d. Any Work Product used by Watermaster outside of its intended purpose shall be at the sole risk of Watermaster and Watermaster shall indemnify and hold harmless Consultant, and its officials, officers, employees, servants, attorneys, and agents for Work Product used outside of its intended purpose.

15. Designation of Representative.

Consultant shall assign Samantha Adams and Andy Malone as Consultant's Primary Representatives who shall have authority to make day to day decisions which shall be binding on Consultant. Samantha Adams shall be and perform the duties of Watermaster's Executive Director and Andy Malone shall be and perform the duties of Watermaster's Lead Technical Consultant pursuant to this Agreement. Consultant's Representative shall not be removed from providing the Services, reassigned, or replaced without the prior written consent of Watermaster.

16. Notices.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

WATERMASTER:
c/o Borrego Water District
806 Palm Canyon Drive
Borrego Springs, California 92004
Attn: General Manager

WILDERMUTH ENVIRONMENTAL, INC.:
23692 Birtcher
Lake Forest, California 92630
Attn: Samantha Adams, Chief Executive
Borrego Springs Watermaster

With a copy to: Richards, Watson & Gershon
P.O. Box 1059
Brea, California 92822-1059
Attention: James L. Markman

and shall be effective upon receipt thereof.

17. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Watermaster and Consultant.

18. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

19. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of Watermaster and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any exhibit hereto, the provisions of this Agreement shall govern.

20. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

21. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Watermaster. Any attempted assignment without such consent shall be invalid and void.

22. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

23. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

24. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Watermaster.

25. Interest of Subcontractors.

Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed.

26. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Watermaster shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Watermaster, during the term of his or her service with Watermaster, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BORREGO SPRINGS WATERMASTER

By: _____

By: _____

By: _____

By: _____

By: _____

WILDERMUTH ENVIRONMENTAL, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

APPROVED AS TO FORM:

By: _____
Watermaster General Counsel

Exhibit A – Statement of Work

Amounts billed for the Work below are based upon the rate schedule in Exhibit B and is approved for the following scope of work, but no other work.

Task 1 – Meetings and Court Hearings. Prepare for and attend Watermaster Board (Board) Meetings, TAC Meetings, Environmental Working Group (EWG) Meetings, and Court Hearings. This includes coordinating with the Board, legal counsel, TAC members, and EWG members and preparing the agenda packages, preparing presentation materials, leading the meetings, and preparing minutes. Cost not to exceed \$10,000.

2.5 Watermaster website and Notifications. This includes procuring a website domain, hosting the website, setting up the website, maintaining the website, posting notices, determinations, requests, demands, objections, reports, and other papers pursuant to the Judgment; also includes providing electronic notification to Stipulated Agreement Parties when noticing required by the Judgment. Cost not to exceed \$4,521.

2.10 Other general administration and project managements tasks. This includes, but is not limited to, managing staff and subconsultants, tracking task schedules and progress, and tracking budget progress. Cost not to exceed \$3,000.

3.1 Implement HydroDaVE as centralized Watermaster database for all groundwater, surface water, and climate data. This includes converting the existing Data Management System (DMS) to HydroDaVE managed services to manage the Watermaster data sets. The work involves collecting all relevant environmental data, including GIS shapefiles, cataloging them, and loading sites and legacy data. Cost not to exceed \$22,248.

3.2 Collect and track data for annual water rights accounting. This includes collecting, QA/QC, and uploading/storing the following information: Annual Pumping Reports; information on BPA transfers, leases, and assignments (including following data); and annual meter calibration and accuracy reports. Prepare recommendation to WMB for meter calibration certification gathering and documentation and revisions to water meter reading policy. Cost not to exceed \$3,424.

Exhibit B – WEI Fee Proposal

WEI Hourly Rate Sheet for Professional Services

Staff Type	Key Personnel	Hourly Rates
Principal Engineer III/Scientist III	Mark Wildermuth	\$285
Principal Engineer II/Scientist II	Samantha Adams, Andy Malone	\$267
Principal Engineer I /Scientist I	Eric Chiang, Wenbin Wang	\$253
Supervising Engineer/Scientist II		\$236
Supervising Engineer/Scientist I	Mike Blazevic, Veva Weamer	\$230
Senior Engineer II/Scientist II	Carolina Sanchez	\$206
Senior Engineer I/Scientist I		\$193
Staff Engineer/Scientist II	Emily McCord	\$167
Staff Engineer/Scientist I		\$155
CFO	Larry Stahlhoefer	\$230
Technical Editor		\$132
Field Technician		\$84
Admin Assistant		\$132

Preparation of testimonial material is billed at the normal hourly rate. Witness preparation, depositions, and testimony are billed at twice the normal rate - with a minimum charge of one day.