

AGREEMENT FOR PROFESSIONAL SERVICES

PREAMBLE

This Agreement for the performance of professional services (“Agreement”) is made and entered into on this 22nd day of September, 2025 (“Effective Date”), by and between the Crestline Village Water District, a county water district organized and existing pursuant to the California County Water District Law (“District”) and Kiley & Associates, LLC, a Delaware corporation, with its principal place of business located at 636 North Carolina Ave, SE; Washington, DC 20003 (“Consultant”). District and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

WHEREAS, District desires to secure professional services as described in Exhibit “A” entitled “Scope of Services and Fee Schedule”; and

WHEREAS, Consultant hereby represents that it possesses the professional qualifications and expertise to provide such services, and;

WHEREAS, the Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

Except as specified in this Agreement, Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision, and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by District at its own risk and expense. Services to be are more fully described in Exhibit “A”, entitled “Scope of Services and Fee Schedule”. All of the exhibits referenced in this Agreement are attached and incorporated by this reference.

2. TERM OF AGREEMENT

A. Consultant will begin providing the Services described herein upon receipt of an executed Agreement from District. Consultant must complete Services within the time limits set forth in Scope of Services or as mutually determined in writing by Parties. The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement serving upon the consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.

B. Unless extended by mutual written agreement of Parties, or terminated earlier in accordance with this Agreement, Consultant’s obligation to perform Services

shall commence as described above in paragraph 2A and shall continue in full force and effect until satisfactory completion of Services.

- C. The initial term of the Agreement is for three years, from August 1, 2025 to August 1, 2028 (unless earlier suspended or terminated in accordance with 2.A of the Agreement), with District options to extend the term for up to two additional one-year extension periods.

3. RESPONSIBILITY OF CONSULTANT

Consultant shall be responsible for the quality, technical accuracy, and coordination of Services furnished under this Agreement. Consultant will endeavor to provide Services in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing the same service in the same locale. Consultant shall be solely responsible to District for the performance of Consultant, and any of its employees, agents, subcontractors, or suppliers under this Agreement.

Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

4. RESPONSIBILITY OF DISTRICT

- A. On behalf of District, the District General Manager shall be the District's authorized representative and will ensure all required budget, purchase orders, service orders and any other internal documentation necessary to comply with the terms of this agreement are properly and timely prepared in order to enable Consultant to continue services according to terms of Agreement.
- B. On behalf of District, the District General Manager or designee shall be the District's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The District General Manager shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. Consultant shall promptly comply with instructions from District General Manager and/or his designee.

5. PAYMENT OF COMPENSATION

- A. In consideration for Consultant's performance of Services, District shall pay Consultant pursuant to Consultant's Standard Rate Schedule, the current version of which is outlined in the attached Exhibit "A", entitled "Scope of Services and Fee Schedule." Payments made by District under this Agreement shall be the amounts charged for Services provided and billed by Consultant, subject to verification, pursuant to the standard rates set forth in the Fee Schedule. Consultant may begin services prior to the effective date of this Agreement at its own risk, with the understanding that, upon District approval, District may choose to compensate Consultant for services performed prior to Council authorization, within the limits of the District Managers District.

- B. Consultant shall bill District on a monthly basis for Services provided by Consultant during the preceding month, subject to verification by District. Payment to Consultant for Services will be made within thirty (30) days of date of Consultant invoice.

6. RIGHT TO TERMINATION

Both parties reserve the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. As of the date of termination, Consultant shall immediately cease all services hereunder, except such as may be specifically approved by both Consultant and District's authorized representative after termination has been noticed under this provision ("windup services"). Consultant shall be entitled to compensation for all services rendered prior to termination, and any agreed-upon windup services.

7. NO ASSIGNMENT OF AGREEMENT/SUCCESSORS IN INTEREST

This Agreement is a contract for professional services. District and Consultant bind themselves, their partners, successors, assigns, executors and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of both parties.

8. NO AUTHORITY TO BIND DISTRICT

Consultant shall not have authority, expressed or implied, to act on behalf of District as an agent, or to bind District to any obligations whatsoever, unless specifically authorized in writing by the District General Manager or his authorized representative.

9. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an Agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. CONSULTANT IS AN INDEPENDENT CONSULTANT

It is agreed that in performing the work required under this Agreement, Consultant and any person employed by or contracted with Consultant to furnish labor and/or materials under this Agreement is neither an agent nor employee of District. Consultant has full rights to manage its employees subject to the requirements of the law.

11. RIGHT OF DISTRICT TO INSPECT RECORDS OF CONSULTANT

District, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of

Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant's compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to District. District shall disallow any expenses not so recorded.

Consultant shall submit to District any and all reports concerning its performance under this Agreement that may be requested by District in writing. Consultant agrees to assist District in meeting Authorities reporting requirements to the State and Federal Government and other agencies with respect to Consultant's Services hereunder.

12. CORRECTION OF SERVICES

Consultant will be given the opportunity and agrees to correct any incomplete, inaccurate or defective Services at no further cost to District, when such defects are due to the negligence, errors, or omissions of Consultant.

13. FORCE MAJEURE

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of any public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes and unusually severe weather if Consultant shall, within ten (10) days of the commencement of such condition, notify the District Manager, who shall thereupon ascertain the facts and extent of any necessary delay, and extend the time for performing services if such delay is not the fault of Consultant. District Managers determination in this respect shall be final and conclusive upon the parties to this Agreement.

14. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background, or marital status, in violation of state or federal law.

15. HOLD HARMLESS/INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless District from any and all losses, damages, liabilities or costs (including reasonable defense costs recoverable under applicable law on account of negligence) resulting from third-party claims to the extent caused by Consultant's recklessness, willful misconduct, or Consultant's negligent acts, errors or omissions in the performance of Services under this Agreement or that of anyone for whom Consultant is legally responsible, except to the extent caused by District's negligence, recklessness or willful misconduct or that of anyone for whom District is legally responsible.

16. INSURANCE REQUIREMENTS

A. Without limiting Consultant's indemnification of District, and prior to commencing any Services required under this Agreement, Consultant shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverage's, provisions and endorsements:

1. Commercial General Liability Policy (bodily injury and property damage):
Policy limits are subject to review, but shall in no event be less than, the following:
\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
3. "Hired Autos" Automobile Liability Insurance Policy with policy limits at minimum limit of not less than one million dollars (\$1,000,000) each accident. Liability coverage shall apply to non-owned and hired autos.
4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim/aggregate.

B. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with endorsements and deductibles indicated in this Agreement. Consultant shall file with District all certificates for required insurance policies for District's approval as to adequacy of insurance protection.

C. ADDITIONAL INSURED ENDORSEMENT

General liability insurance shall include endorsements that:

- a. Identify the policy number;
- b. Include a statement that "the Crestline Village Water District", including its officers, employees and volunteers are additional insureds";
- c. Include a statement that the insurance shall be primary and that the insurance shall not be cancelled except upon prior written consent to District (30 days prior);

- d. Endorsements must be signed by the insurance authority or broker, and provided to the District;
- e. Any deviations from the above insurance requirements must be approved by the District's counsel.

17. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated into this Agreement. Such changes, which are mutually agreed upon by District and Consultant, shall be incorporated via amendments to this Agreement.

18. WAIVER

No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default

The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

19. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT

This Agreement embodies the Agreement between District and Consultant and its terms and conditions. No other understanding, agreements, conversations, or otherwise, with any officer, agent, or employee of District prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon District.

All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto, are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

20. SEVERABILITY CLAUSE

In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

If any part of this agreement is for any reason held to be excessively broad as to time, duration, geographical scope, activity or subject, it will be construed, by limiting or reducing it, so as to be enforceable to the extent reasonably necessary for the protection of

the District.

21. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to District addressed as follows:

Thomas Weddle
General Manager
Crestline Village Water District
777 Cottonwood Drive
Crestline, CA 92325

And to Consultant addressed as follows:

Gregory Kiley
President, Kiley & Associates
636 North Carolina Ave SE
Washington, DC 20003

22. STATUTES AND LAW GOVERNING CONTRACT

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California and venue for resolving any disputes shall be in San Bernardino, California.

23. WAIVER OF CONSEQUENTIAL DAMAGES

District and Consultant mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this Agreement.

24. DISPUTE RESOLUTION

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and District regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court of San Bernardino appoint a mediator. The mediation meeting shall not exceed one day or eight (8) hours. The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of a mediator shall be borne by the Parties equally, and each Party shall bear its own costs incurred in connection with mediation, including but not limited to attorneys' fees.

25. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and the District.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

Approved as to form:

“District”

Thomas Weddle
General Manager
Crestline Village Water District

“Consultant”



Gregory Kiley, President
Kiley & Associates, LLC

Exhibit A

Scope of Services and Fee Schedule

Scope of Services

Federal Advocacy & Grants Support:

- Develop a federal roadmap targeting key water infrastructure, treatment, resilience, and regulatory compliance funding opportunities (e.g., EPA DWSRF, USDA RD Water & Waste Disposal, EC-SDC, and earmarks).
- Pursue at least 1–2 congressionally directed spending (earmark) requests per Fiscal Year.
- Identify and assist with 2–4 relevant federal grant programs annually.
- Provide application guidance, data calls, draft narratives, and submission support.
- Track deadlines, eligibility changes, and program scoring criteria.

Congressional & Agency Engagement:

- Arrange and support 10–12 meetings per year between Water District leadership and key federal stakeholders (congressional offices; EPA; USDA Rural Development; Bureau of Reclamation; FEMA).
- Elevate the Water District’s visibility with the California delegation and federal agencies.
- Coordinate delegation letters of support and priority listings prior to CPF/CDS windows.

Policy & Compliance Guidance:

- Provide quarterly updates on water infrastructure/drinking water regulatory developments, grant windows, and policy shifts.
- Rapid alerts when new supplemental appropriations, disaster declarations, or program reallocations create opportunities for small or disadvantaged water systems.

D.C. Fly-In Planning:

- Plan and support one annual trip to Washington, D.C., to meet with lawmakers, agency staff, and federal program officers — timed around key federal deadlines.

Strategic Support & Troubleshooting:

- Help resolve federal-level issues impacting the District (e.g., FEMA reimbursements, infrastructure delays).
- Monitor emerging opportunities for equipment, vehicles, facilities, and water infrastructure.

Fee Proposal

Like nearly every Sacramento and Washington, DC-based firm, we charge a monthly retainer to our clients for our in-depth advisory and advocacy services. The agreement between the Crestline Village Water District and the entire team would be a total rate of \$2,000 per month. This is a final not-to-exceed annual price of \$24,000 per year, no additional costs will be charged over the first year of the contract. The retainer is all inclusive of the state and federal legislative advocacy services we provide for your entity.

ANNUAL RATE	START DATE	MONTHLY RATE
\$24,000	AUGUST 1, 2025	\$2,000