



MADERA IRRIGATION DISTRICT BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY SPECIAL MEETING

AGENDA

Members of the public can participate ***in-person*** or in the following ways:

1. Zoom Meeting

<https://us02web.zoom.us/j/83264479251?pwd=b0ymmOS1g34xqIDGW11QJB1zBaraPt.1>

Meeting ID: 832 6447 9251

Passcode: 273000

2. Conference Call-In: +1 669 900 9128 or +1 346 248 7799

Meeting ID: 832 6447 9251

Passcode: 273000

3. Email: You may submit comments on a specific agenda item via email to asandoval@madera-id.org. We request emails be sent at least two hours prior to the start of the meeting.

If Members of the public have any problems accessing the meeting, please contact the District office at 559-673-3514. For a copy of the Board Packet, please contact Board Secretary Andrea Sandoval at asandoval@madera-id.org.

MISSION STATEMENT

To obtain and manage affordable surface water and groundwater supplies in a manner which will ensure the long-term viability of irrigated agriculture in the District.

Meeting Date:

Tuesday, January 20, 2026

2:00 p.m.

Madera Irrigation District

12152 Road 28 1/4

Madera, California 93637

In compliance with the California Government Code, members of the public may inspect the agenda and any associated writings, including documents delivered after the 24-hour advance posting of the agenda during regular business hours at the Madera Irrigation District Office, located at 12152 Road 28 1/4, Madera, California 93637.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at 559-673-3514, ext. 215. Notification in advance of the meeting will enable MID to make reasonable arrangements to ensure accessibility to this meeting.

2:00 P.M. CALL TO ORDER REGULAR SESSION/ PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

POTENTIAL CONFLICTS OF INTEREST

Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. (*Govt. Code, § 87105.*)

PUBLIC COMMENT: MID Groundwater Sustainability Agency & Regular Session

The first fifteen minutes of the meeting are reserved for members of the public to address the MID Board on items which are within the subject matter jurisdiction of the Board. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the President of the Board has the option of asking the speaker to hold the comment until that item is called. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

1. SPECIAL BUSINESS

- 1a. Dedication of Plaque Honoring Stanford Professor Richard “Dick” Luthy – **Timed Item 2:00 P.M.**

ADJOURN AS MID BOARD OF DIRECTORS & CONVENE AS MID GROUNDWATER SUSTAINABILITY AGENCY

- a. Update on MID Groundwater Sustainability Agency (GSA)
 - Summary of NRCS Practices and Money Dispersed to MID Landowners
 - Domestic Well Mitigation Program Update
- b. Discussion / possible action on Domestic Well Mitigation Program Management Agreement between Madera Irrigation District GSA, City of Madera GSA, and Madera Water District GSA, Resolution No. 2026-GSA01

ADJOURN AS MID GROUNDWATER SUSTAINABILITY AGENCY & RECONVENE AS MID BOARD OF DIRECTORS

2. CONSENT AGENDA

- 2a. Discussion / possible action on approval of warrant list payments through December 31, 2025
- 2b. Discussion / possible action on monthly financial reports for November 2025

3. DEPARTMENT REPORT – DISTRICT OPERATIONS

4. GENERAL MANAGER'S REPORT

4a. Update of Activities

- New Streamline Website and DocAccess Tool
- SB827 Fiscal & Financial Training Requirement – March 4, 2026
- Madera-Chowchilla Water & Power Authority
- Water Supply

5. NEW BUSINESS

5a. Discussion / possible action on Retirement Plan Consulting Agreement with Shuster Advisory Group, LLC for the District's 401a, 401k, and 457 Plans, Resolution No. 2026-02

PUBLIC COMMENT: Closed Session

The first fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board of Directors on Closed Session items listed on the Agenda. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

POTENTIAL CONFLICTS OF INTEREST: Closed Session

Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. (*Govt. Code, § 87105.*)

6. CLOSED SESSION Closed Session items not concluded prior to Regular Session may be continued at the end of the Regular Session.

- 6a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 (4 potential cases)
- 6b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (2 potential cases)
- 6c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9; Petition for the Adjudication of Rights to the Fresno River, before the State Water Resources Control Board
- 6d. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Madera Irrigation District v. Smith-Adobe Ranch Family Limited Partnership, Case No. MCV081757

- 6e. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; *NRDC v. Rogers*, U.S. District Court, Eastern District of California (Sacramento Division), Case No. 88-CV-1658-JAM-GGH
- 6f. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Root Creek Water District v. Madera Irrigation District, et al, Case No. MCV097548

REPORT ON CLOSED SESSION

7. DIRECTOR REPORTS, COMMITTEE REPORTS, FUTURE AGENDA ITEMS

- Director Bishel
- Director DaSilva
- Director Davis
- Director Janzen
- Director Loquaci

8. ADJOURNMENT

AGENDA ITEM b.

JANUARY 20, 2026
RESOLUTION NO. 2026-GSA01

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
GROUNDWATER SUSTAINABILITY AGENCY
APPROVING AGREEMENT FOR MANAGEMENT SERVICES BETWEEN
MADERA IRRIGATION DISTRICT GSA, CITY OF MADERA GSA, AND MADERA WATER
DISTRICT GSA FOR THE DOMESTIC WELL MITIGATION PROGRAM**

RESOLVED by the Board of Directors of the Madera Irrigation District Groundwater Sustainability Agency (“MID GSA”), at a special meeting duly called and held on January 20, 2026 at the business office of the MID GSA, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, on September 16, 2014, the Governor of the State of California signed SGMA into law, consisting of Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, codified at Water Code Sections 10720 *et seq.*; and

WHEREAS, SGMA requires that California groundwater basins and subbasins be managed by a Groundwater Sustainability Agency (“GSA”) or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (“GSP”) or multiple coordinated GSPs; and

WHEREAS, Madera Irrigation District GSA, City of Madera GSA, and the Madera Water District GSA (collectively hereinafter referred to as the “Parties”) overlie the Madera Groundwater Subbasin (“Madera Subbasin”), as its boundaries are recognized by California’s Department of Water Resources (“DWR”), and may be modified from time to time in accordance with Water Code section 10722.2; and,

WHEREAS, each Party is either a GSA, is authorized to become a GSA, or may participate in a GSA under SGMA; and,

WHEREAS, the Parties, in partnership with Madera County Groundwater Sustainability Agency, have jointly prepared the Madera Subbasin Joint GSP; and

WHEREAS, the Parties entered into a Memorandum of Understanding with respect to the Cost Sharing in the Implementation of the Domestic Well Mitigation Program (“DWMP”) to allocate the costs related to the implementation of the DWMP effective on December 16, 2025.

WHEREAS, the MID GSA is the managing agency for the MID GSA, COM GSA, and MWD GSA DWMP; and

WHEREAS, the Parties wish to enter into an Agreement for Management Services for Madera Irrigation District to act as the managing agency.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District Groundwater Sustainability Agency, that the facts contained in the recitals above are true and correct, and that the Board hereby approves the Agreement for Management Services with the Parities for the Domestic Well Mitigation Program, a copy of which is attached hereto as Exhibit “A” and authorizes the Board President to execute the Agreement in the substantial form presented and all associated and

necessary documentation, subject to such reasonable modifications, revisions, additions and deletions as he may approve prior to execution, said execution to provide conclusive evidence of such approval.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District Groundwater Sustainability Agency, at a special meeting of the Board held on the 20th day of January 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Loquaci, President

ATTEST: _____
Brian Davis, Vice President

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District Groundwater Sustainability Agency hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2026-GSA01 adopted January 20, 2026.

Andrea Kwock Sandoval, Secretary

**AGREEMENT FOR MANAGEMENT SERVICES BETWEEN
MADERA IRRIGATION DISTRICT GSA, CITY OF MADERA GSA, AND
MADERA WATER DISTRICT GSA FOR THE DOMESTIC WELL
MITIGATION PROGRAM**

This Agreement for Management Services (“Agreement”) is entered into on _____ (the “Effective Date”), by and among the CITY OF MADERA GROUNDWATER SUSTAINABILITY AGENCY (“COM GSA”), MADERA IRRIGATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY (“MID GSA”), and MADERA WATER DISTRICT SUSTAINABILITY AGENCY (“MWD GSA”) collectively hereinafter referred to as the “Parties”.

A. WHEREAS, on September 16, 2014, the Governor of the State of California signed SGMA into law, consisting of Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, codified at Water Code Sections 10720 *et seq.*; and

B. WHEREAS, SGMA requires that California groundwater basins and subbasins be managed by a Groundwater Sustainability Agency (“GSA”) or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (“GSP”) or multiple coordinated GSPs; and

C. WHEREAS, each Party overlies the Madera Groundwater Subbasin (“Madera Subbasin”), as its boundaries are recognized by California’s Department of Water Resources (“DWR”), and may be modified from time to time in accordance with Water Code section 10722.2; and,

D. WHEREAS, each Party is either a GSA, is authorized to become a GSA, or may participate in a GSA under SGMA; and,

E. WHEREAS, the Parties, in partnership with Madera County Groundwater Sustainability Agency, have jointly prepared the Madera Subbasin Joint GSP; and

F. WHEREAS, the Parties entered into a Memorandum of Understanding with Respect to the Cost Sharing in the Implementation of the Domestic Well Mitigation Program (“DWMP”) (“MOU”) to allocate the costs related to the implementation of the DWMP effective on December 16, 2025.

G. WHEREAS, the MID GSA is the managing agency for the MID GSA, COM GSA, and MWD GSA DWMP.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Parties as follows:

NOW THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Agreement, the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

A. Management Services to be Performed by the MID GSA. Between the Effective Date and the Termination of this Agreement (the “Term”), the MID GSA shall provide management services for the Madera Irrigation District Groundwater Sustainability Agency, City of Madera Groundwater Sustainability Agency, and Madera Water District Groundwater Sustainability Agency DWMP as needed including contracting with consultants for administration services and recordation of the One-Time DWMP Agreements on behalf of the agencies.

B. Reimbursement to MID for DWMP. The MID GSA will not receive any reimbursement for acting as the managing agency. However, Parties have previously agreed to sharing costs for implementation of the DWMP per the MOU referenced above.

C. Indemnification. Subject to the terms and conditions above, the City of Madera and the COM GSA hereby agree to defend, indemnify, and hold harmless Madera Irrigation District and MID GSA and its directors, officers, employees, staff, consultants, attorneys, and agents (collectively, the “MID Indemnitees”) from and against all claims in any way relating to or arising from MID’s performance of the Management Services, and any other work related to the Management Services for the City of Madera and the COM GSA, including but not limited to any investigations, negotiations, analyses, drafting of documents, development, approval, implementation, and other work encompassed within the Management Services (collectively, the “Claims”), except for any Claims arising from the active negligence or willful misconduct of any of the MID Indemnitees. Subject to the terms and conditions above, Madera Water District and the MWD GSA hereby agree to defend, indemnify, and hold harmless the MID Indemnitees from and against all Claims in any way relating to or arising from MID’s performance of the Management Services, and any other work related to the Management Services for Madera Water District and the MWD GSA, including but not limited to any investigations, negotiations, analyses, drafting of documents, development, approval, implementation, and other work encompassed within the Management Services, except for Claims arising from the active negligence or willful misconduct of any of the MID Indemnitees. If the City of Madera, COM GSA, Madera Water District, and MWD GSA are obligated to defend the MID GSA Indemnitees under this Section C, such obligation shall include, without limitation, (i) the obligation to reimburse MID for its reasonable attorney’s fees and costs incurred in any Claim or action asserted or filed against MID GSA; and (ii) in the event of an award of reasonable attorney’s fees and costs against MID GSA, whether by court determination or settlement, the obligation to pay such fees and costs; provided, however, that MID shall not agree to any settlement requiring payment of fees and attorneys’ costs without the express written consent of the City of Madera, COM GSA, Madera Water District, and MWD GSA.

D. Termination. This Agreement shall be effective as of the Effective Date, and shall remain in effect until terminated by all of the Parties.

E. Non-Assignment. This Agreement is personal to each of the respective Parties, and neither Party shall assign, subcontract or deliver its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other Party.

F. Binding on Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the Parties.

G. Governing Law. This Agreement is governed by and interpreted in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

H. Interpretation. Headings in this Agreement are used for convenience only and shall have no force or effect regarding its interpretation or construction. The Parties have each participated in the negotiation, preparation, and drafting of this Agreement. None of the Parties hereto shall be deemed to be the author of this Agreement. This Agreement shall be given a fair and reasonable construction and interpretation in accordance with the intention of the parties and without regard to, or aid of, Section 1654 of the Civil Code.

I. Headings. The headings of each paragraph are for purposes of convenience and should not be construed as part of the text or considered in the construction or interpretation of this Agreement.

J. Severability. If for any reason any provision of this Agreement is held invalid, illegal, or unenforceable in whole or in part in any jurisdiction, then that provision shall be ineffective only to the extent of the invalidity, illegality or unenforceability and in that jurisdiction only, without in any manner affecting the validity, legality or enforceability of the unaffected portion and the remaining provisions in that jurisdiction or any provision in any other jurisdiction.

K. Entire Agreement. This Agreement contains the entire agreement of the Parties, and no other agreement, statement, or promise made by any Party that is not contained herein is binding. This Agreement represents the entire understanding of the Parties and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified only in writing signed by the authorized representatives of the Parties.

L. Modification. This Agreement may be modified or amended only by a written instrument duly executed by the Parties.

M. Waiver. The waiver by any Party of the breach of any term, covenant, or condition herein contained will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

N. Attorneys' Fees and Costs. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's costs and expenses, including, without limitation, reasonable attorneys' fees.

O. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as

against the party signing such counterpart, but which together will constitute one and the same instrument.

P. Notice or Delivery. Any notice, payment, demand, offer, or communication required or permitted to be given to any Party by any provision of this Agreement shall be in writing, and delivered as follows:

To City of Madera:

City of Madera
City Manager
205 W. Fourth Street
Madera, CA 93637
559-661-5400

To Madera Irrigation District:

Madera Irrigation District
General Manager
12152 Rd 28 1/4
Madera, CA 93637
559-673-3514

To Madera Water District:

Madera Water District
General Manager
16943 Rd 26, Suite 103
Madera, CA 93637
559-674-4944

Notice shall be delivered (1) personally, including by messenger-or courier, or (2) by certified mail, return receipt requested, postage prepaid. The Parties shall send a courtesy copy of any Notice hereunder by email. Notices shall be deemed to have been duly given (a) if delivered personally, on the date of delivery; (b) if transmitted by certified mail, on the earlier of (i) the second (2nd) business day after the date of such mailing, or (ii) the date of receipt. The addresses and addressees may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee as stated by written notice, or as provided herein if no written notice or change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

Q. No Third Party Beneficiary Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

R. Warranty of Authority. Each party represents and warrants to the other that it has the right, power and legal capacity and authority to enter into and execute this Agreement, and that

the person or persons executing this Agreement on its behalf are authorized to do so and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with each parties' obligations hereunder.

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

City of Madera GSA

By: _____

Name: _____

Title: _____

Madera Irrigation District GSA

By: _____

Name: _____

Title: _____

Madera Water District GSA

By: _____

Name: _____

Title: _____

AGENDA ITEM 2a.

MADERA IRRIGATION DISTRICT

12152 ROAD 28½ • MADERA • CA 93637

Phone (559) 673-3514

FAX (559) 673-0564

Board of Directors

◆ Carl Janzen ◆ Tim DaSilva ◆ Brian Davis ◆ Brandon Bishel ◆ Dave Loquaci

General Account

◆ Warrant No. 49888 thru 49967 Dates 12/9/2025 thru 12/31/2025 Total \$674,241.39

\$1,088,158.13

Approved for payment by the Board of Directors

January 20, 2026

President

Andrea Kwock Sandoval, Secretary

WA
Through

CHECK NUMBER	CHECK DATE	VENDOR NAME	
49888	12/9/2025	VOIDED	VOID
49889	12/10/2025	MADERA COUNTY TAX COLLECTOR	027-
49890	12/19/2025	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	Posta
49891	12/19/2025	AT&T MOBILITY	Data
49892	12/19/2025	PG&E	Mon
49893	12/19/2025	GENERAL BUILDERS SUPPLY CO.	Link
49894	12/19/2025	GEORGE'S AUTO SUPPLY	(5) H
49895	12/19/2025	MADERA CHOWCHILLA WATER &	Call
49896	12/19/2025	VALLEY IRON, INC	HR
49897	12/19/2025	I.H. AUTO PARTS, LLC	Brak
49898	12/19/2025	RINGCENTRAL, INC.	New
49899	12/19/2025	M I D EMPLOYEES ASSOCIATION	Emp
49900	12/19/2025	TECHNOFLO SYSTEMS	(4) C
49901	12/19/2025	SILVA FORD MADERA	Body
49902	12/19/2025	SUN LIFE	Mon
49903	12/19/2025	SCHOETTLER TIRE	Tire,
49904	12/19/2025	FRIANT WATER AUTHORITY	SJRI
49905	12/19/2025	FRIANT WATER AUTHORITY	Reca
49906	12/19/2025	STAPLES, INC.	2026
49907	12/19/2025	PRIMO BRANDS	Wat
49908	12/19/2025	STREAMLINE	New
49909	12/19/2025	LINDE GAS & EQUIPMENT INC.	Weld
49910	12/19/2025	MCWANE PLANT AND INDUSTRIAL LLC	24" x
49911	12/19/2025	POWER BUSINESS TECHNOLOGY	Ship
49912	12/19/2025	DEERE & COMPANY	#3 -
49913	12/19/2025	NATIONAL TRENCH SAFETY	Rent
49914	12/19/2025	PPLSI	Emp
49915	12/19/2025	BIG W SALES	(6) T
49916	12/19/2025	CAL-PACIFIC SUPPLY INC.	Dies
49917	12/19/2025	MADERA COUNTY TAX COLLECTOR	Reve
49918	12/19/2025	PURL'S SHEET METAL	USA
49919	12/19/2025	SIGNMAX	(2) 3
49920	12/19/2025	MARK DUARTE	Pest
49921	12/19/2025	H.T. HARVEY & ASSOCIATES	Proj
49922	12/19/2025	WATER USERS CONFERENCE	Wat
49923	12/19/2025	RUBICON SYSTEMS AMERICA, INC	Micro
49924	12/19/2025	RED ROCK ENVIRONMENTAL	Tras
49925	12/19/2025	WANGER JONES HELSLEY PC	Legal
49926	12/19/2025	SC FUELS	(3,98
49927	12/19/2025	COUNTY OF MADERA -	Tras

W_A
Through

AGENDA ITEM 2b.

MADERA IRRIGATION DISTRICT
CASH BALANCE SUMMARY REPORT
11/30/2025 AND 10/31/2025

<u>CASH ACCOUNTS (RESTRICTED & UNRESTRICTED)</u>	11/30/2025	10/31/2025	Interest Rate
CITIZENS BANK			
GENERAL CHECKING #1859	\$ 2,354,093.76	\$ 3,731,784.07	
PAYROLL ACCOUNT #4092	\$ 7,927.58	\$ 7,927.58	
REVOLVING CHECKING FUND #1794	\$ 2,097.90	\$ 2,609.23	
CHANGE DRAWER	\$ 200.00	\$ 200.00	
L.A.I.F. #90-20-003	\$ 24,473,092.42	\$ 24,473,092.42	4.10%
CACLASS #0001	\$ 30,573,510.69	\$ 30,472,371.65	4.04%
TOTAL CASH ACCOUNTS (RESTRICTED & UNRESTRICTED)	<u>\$ 57,410,922.35</u>	<u>\$ 58,687,984.95</u>	

UNRESTRICTED CASH

CITIZENS BANK			
GENERAL CHECKING #1859	\$ 2,354,087.42	\$ 3,731,784.07	
PAYROLL ACCOUNT #4092	\$ 7,927.58	\$ 7,927.58	
REVOLVING CHECKING FUND #1794	\$ 2,097.90	\$ 2,609.23	
CHANGE DRAWER	\$ 200.00	\$ 200.00	
L.A.I.F. #90-20-003	\$ 23,603,084.05	\$ 23,603,084.05	4.10%
CACLASS #0001	\$ 30,573,510.69	\$ 30,472,371.65	4.04%
TOTAL UNRESTRICTED CASH	<u>\$ 56,540,907.64</u>	<u>\$ 57,817,976.58</u>	

RESTRICTED CASH (218 ASSESSMENTS)

CITIZENS BANK			
GENERAL CHECKING #1859	\$ 6.34	\$ -	
L.A.I.F. #90-20-003	\$ 870,008.37	\$ 870,008.37	4.10%
TOTAL RESTRICTED CASH	<u>\$ 870,014.71</u>	<u>\$ 870,008.37</u>	
TOTAL CASH ACCOUNTS (RESTRICTED & UNRESTRICTED)	<u>\$ 57,410,922.35</u>	<u>\$ 58,687,984.95</u>	

* District's investments are in compliance with the Investment Guidelines Policy for Madera Irrigation District.

* There are sufficient funds available for the District to meet its expenditures for the next six months.

* L.A.I.F. interest rate is based on L.A.I.F's apportionment rate and interest is paid quarterly.

* CACLASS interest rate is based on the average daily dividend factor multiplied by the number of days in the year multiplied by 100 divided by the NAV (Net Asset Value).

MADERA IRRIGATION DISTRICT
2025 Expenses - Budget vs. Actual
11/30/2025

Description	2025 Budget	Actual through 11/30/2025	% of Budget Used
Water Costs	\$ 10,000,000	\$ 9,106,451	91%
System Operations - Excluding Water Costs	\$ 190,000	\$ 132,181	70%
System Maintenance	\$ 890,000	\$ 577,878	65%
General Services	\$ 356,000	\$ 260,914	73%
Vehicles and Equipment	\$ 653,000	\$ 481,640	74%
Office and Administrative Services	\$ 1,220,000	\$ 814,705	67%
Professional Services	\$ 950,000	\$ 473,462	50%
Public and Employee Relations	\$ 15,000	\$ 11,668	78%
Non-Operating Expenses	\$ 615,000	\$ 589,557	96%
Bonds	\$ 7,864,000	\$ 7,870,549	100%
Capital Expenditures and Capital Improvement Projects	\$ 6,085,000	\$ 1,389,910	23%
Salaries and Benefits	\$ 7,129,000	\$ 5,974,908	84%
Total	\$ 35,967,000	\$ 27,683,823	77%
Less: Carryovers and Reserve Funds	\$ (8,281,000)	\$ (4,341,119)	52%
2025 Budget	\$ 27,686,000	\$ 23,342,704	84%

MADERA IRRIGATION DISTRICT
2025 Anticipated Revenue
11/30/2025

Description	2025 Anticipated Revenue	Actual through 11/30/2025	% of Anticipated Revenue Received
Water Supply Agreements ¹	\$ 1,824,000.00	\$ 1,429,578.54	78%
Assessments and Standby Fees	\$ 8,078,000.00	\$ 7,891,473.96	98%
Power Generation	\$ 1,400,000.00	\$ 695,920.62	50%
Land Leases	\$ 414,000.00	\$ 412,802.64	100%
Interest Income	\$ 1,500,000.00	\$ 2,100,087.44	140%
Billable Jobs	\$ 200,000.00	\$ 196,490.80	98%
Surplus Soil	\$ -	\$ 72,250.00	0%
Grants	\$ 2,000.00	\$ 1,700.00	85%
Miscellaneous ²	\$ 72,000.00	\$ 2,374,950.78	3299%
Total	\$ 13,490,000.00	\$ 15,175,254.78	112%

¹ Water sales not included

² USBR Surplus and Credits in the amount of \$2,236,127.11

AGENDA ITEM 3.

Engineering, Maintenance, & Operations Department Report

January 2026

Engineering Staff Activities:

- Recorder Boxes – Installing insulation.
- Rubicon Gates - Main I head gate repaired and reinstalled.
- Rubicon Gates - Completed gate calibration for the 2026 water run.
- Basins 8 and 10 - Completed installing new staff gauges.
- New Basin 11 - Construction underway.
- California High Speed Rail (CHSR) – no changes. On going.
- Internal GIS Development – Engineering Staff is continuing with right-of-way mapping and facility mapping updates.
- Underground Service Alert's (USA) daily review and marketed.

Staff Training Completed:

- Trenching and Excavating Safety
- Aerial Man Lift Safety

Main I – Rubicon Gate Reinstalled



Installing Insulation Recorder



Installed Staff Gauge

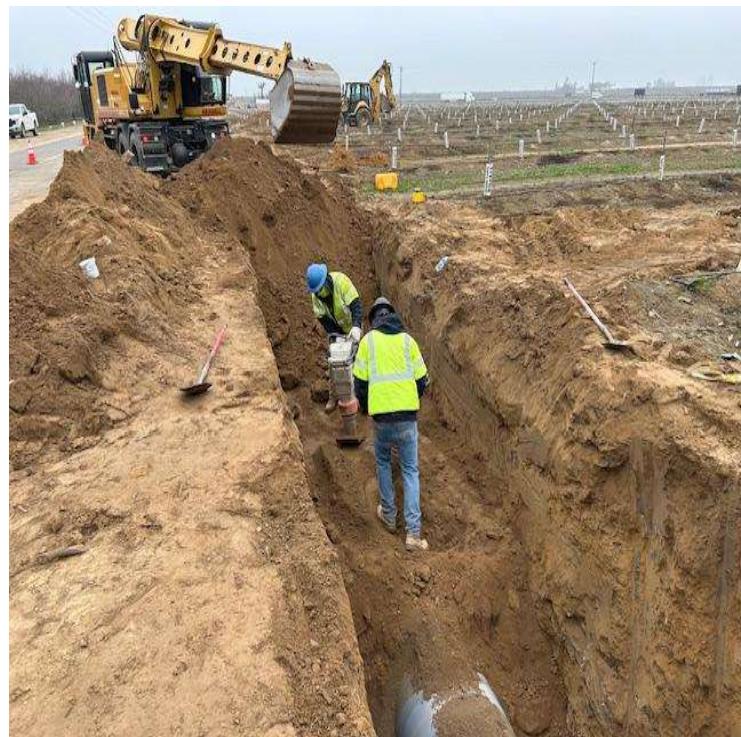


Maintenance Work Completed:

- 6.2 - 13.4 – Rebuilt and installed head gate.
- Kenny – Installed new 21inch head gate.
- 17.0-2.3 Turnout #1 – Rebuilt and reinstalled gate.
- Main II Turnout #2 – Rebuilt and reinstalled gate.
- Bordenave Turnout #2 – Rebuilt and reinstalled gate.
- Hughes Lateral Turnout #12 – Rebuilt and installed 24inch gate.
- Cottonwood Creek Turnout #6 – Rebuilt and reinstalled 24inch gate.

6.2-14.6-05 – Pipeline Replacement Ongoing





Repaired Washout 32.2 Canal Just South of Avenue 22 and Highway 99



Cody Canal – Rebuilt Side Gate



Colony Extension along Avenue 13.5 – Repaired Washout



Vehicle and Equipment Repairs:

- (3) Equipment Repaired
- (4) Equipment Serviced
- (6) Trucks Repaired
- (5) Trucks Serviced



6.2 Canal Installed New Poly Rubber Weir Guides on Automatic Trash Screen



Madera Canal Work Completed

Repaired Cracked Concrete Panels on (3) Different Locations



Finance Department Activities

January 20, 2026

The Finance Department has prepared year-end work related to issuing 1099s for both MID and MCWPA and the W-2s and Quarterly Reports for MCWPA before the deadline of January 31, 2026. The W-2s for MID were prepared and mailed out by Paychex and are also available on their website.

The Finance Department is preparing the year-end annual data collection census for the Madera Irrigation District 401a Retirement Plan which will be sent to our retirement plan consultants before the end of February.

The Finance Department is preparing for the MID and MCWPA audits that will be performed by Hudson & Company, Inc. with field work beginning in February.

Accounting (On-going)

Madera Irrigation District

- monthly financial reports
- accounts payable and warrant lists
- bank reconciliations
- job costing
- CIP/Project tracking and updates

Madera-Chowchilla Water and Power Authority (On-going)

- quarterly financial reports
- accounts payable and warrant lists
- bank reconciliations
- Call for Funds

Storm/Assessments (On-going)

Extract Madera Irrigation District deed transfers from Madera County

Process Grant Deed changes

Assessment searches as requested by the public

Redemption documentation

Payroll (On-going)

Madera Irrigation District payroll processing

Compilation of payroll data for employees and third-party requests

Madera-Chowchilla Water and Power Authority payroll processing

Madera-Chowchilla Water and Power Authority payroll tax transfers

AGENDA ITEM 5a.

JANUARY 20, 2026
RESOLUTION NO. 2026-02

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
APPROVING THE MADERA IRRIGATION DISTRICT
RETIREMENT PLAN CONSULTING AGREEMENT WITH
SHUSTER ADVISORY GROUP FOR THE DISTRICT'S 457, 401A, AND 401K
RETIREMENT PLANS**

RESOLVED by the Board of Directors of the Madera Irrigation District ("District"), at a special meeting duly called and held on January 20, 2026 at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, the District as the responsible plan fiduciary has the authority to designate investment alternatives under the 457, 401a, and 401k Plans (the "Plans") and the related trust, and to enter into an Agreement with third parties to assist in these and related duties.

WHEREAS, Shuster Advisory Group provided the District a Retirement Plan Consulting Agreement to provide fiduciary and non-fiduciary services for the District's Retirement Plans attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District, that the facts contained in the recitals above are true and correct, and that the Board hereby approves the Retirement Plan Consulting Agreement with Shuster Advisory Group, a copy of which is attached hereto as Exhibit "A" and authorizes Board President David Loquaci execute the Consulting Agreement in the substantial form presented and all necessary documentation, subject to such reasonable modifications, revisions, additions and deletions as he may approve prior to execution, said execution to provide conclusive evidence of such approval.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Madera Irrigation District Board of Directors, at a special meeting of the Board held on the 20th day of January 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

David Loquaci, President

ATTEST: _____
Brian Davis, Vice President

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2026-02 adopted January 20, 2026.

Andrea Kwock Sandoval, Secretary

RETIREMENT PLAN CONSULTING SERVICES AGREEMENT

This agreement (“Agreement”) is entered into between **Shuster Advisory Group** (“CONSULTANT”), a California limited liability company, and **Madera Irrigation District** (“DISTRICT”) as further identified on Appendix A.

DISTRICT, as the responsible plan fiduciary for the **Madera Irrigation District** Plan(s) as further identified in Appendix A, desires to engage CONSULTANT to provide the services described in this Agreement according to the terms of this Agreement.

1. **Fiduciary Authority.** DISTRICT as the responsible plan fiduciary has the authority to designate investment alternatives under the Plan and the related trust, and to enter into an Agreement with third parties to assist in these and related duties.
2. **Term.** The term of this Agreement will commence January 1, 2026.
3. **Services.** CONSULTANT agrees to provide the following services to DISTRICT:
 - (A) Fiduciary Services: CONSULTANT will perform the Fiduciary Services described in Appendix B.
 - (B) Non-Fiduciary Services: CONSULTANT will perform the Non-Fiduciary Services described in Appendix C.
 - (C) DISTRICT acknowledges that CONSULTANT has no responsibility to provide any services related to the following types of assets: employer securities; real estate (except for real estate funds and publicly traded REITs); stock brokerage accounts or mutual fund windows; in-plan retirement income annuity products; participant loans; non-publicly traded partnership interests; other non-publicly traded securities (other than collective trusts and similar vehicles); or other hard-to-value securities or assets. Such assets (except for real estate funds, publicly traded REITs, and collective trusts and similar vehicles) shall be referred to collectively as “Excluded Assets.” The Excluded Assets shall be disregarded in determining the Fees payable to CONSULTANT pursuant to this Agreement, and the Fees shall be calculated only on the remaining assets (the “Included Assets”).
4. **Fees.**
 - (A) The compensation, direct and indirect, of CONSULTANT for the performance of the Services is described in Appendix D.
5. **Fiduciary Status: Limitations on Functions.** DISTRICT acknowledges that:
 - (A) In performing the Fiduciary Services, CONSULTANT is acting as a fiduciary of the Plan and as a registered investment advisor under the Investment Advisers Act of 1940.
 - (B) In performing the Non-Fiduciary Services, CONSULTANT is not acting as a fiduciary of the Plan.
 - (C) In performing both Non-Fiduciary Services and Fiduciary Services, CONSULTANT does not act as, nor has CONSULTANT agreed to assume the duties of, a trustee or the Plan Administrator, and CONSULTANT has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.

- (D) CONSULTANT does not provide legal or tax advice.
- (E) Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, CONSULTANT does not and cannot guarantee financial results.
- (F) CONSULTANT may, by reason of performing services for other clients, from time to time acquire confidential information. DISTRICT acknowledges and agrees that CONSULTANT is unable to divulge to the DISTRICT or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.
- (G) CONSULTANT is entitled to rely upon all information provided to CONSULTANT (whether financial or otherwise) from reputable third parties or by DISTRICT, DISTRICT's representatives or third-party service providers to DISTRICT, the Plan or CONSULTANT, without independent verification. DISTRICT agrees to promptly notify CONSULTANT in writing of any material change in the financial and other information provided to CONSULTANT and to promptly provide any such additional information as may be reasonably requested by CONSULTANT.
- (H) CONSULTANT will not be responsible for voting (or recommending how to vote) proxies of any publicly traded securities (including mutual fund shares) held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plan or its trust remain with DISTRICT (or, if applicable, the Plan participants).
- (I) DISTRICT understands that CONSULTANT: (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.

6. Representations of DISTRICT. DISTRICT represents and warrants as follows:

- (A) It is the responsible plan fiduciary for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan. CONSULTANT is entitled to rely upon this statement until notified in writing to the contrary.
- (B) The person signing the Agreement on behalf of DISTRICT has all necessary authority to do so.
- (C) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of DISTRICT represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by CONSULTANT.
- (D) The Plan and related Trust permit payment of fees out of Plan assets. DISTRICT has determined that the fees charged by CONSULTANT are reasonable and are the obligation of the Plan; however, if DISTRICT desires, it may pay the fees directly, rather than with Plan assets.

7. Representation of CONSULTANT. CONSULTANT represents as follows:

- (A) CONSULTANT is registered as an investment adviser ("RIA") under the Investment Advisers Act of 1940.
- (B) The person signing this agreement on behalf CONSULTANT has the power and authority to enter into and perform this Agreement.

(C) CONSULTANT agrees to take reasonable steps to protect Private Participant Information and Plan Investment Data in its possession;

CONSULTANT is not responsible for the assessment of systems and procedures of third parties for the protection of plan and participant data;

CONSULTANT is not responsible for the actions by or the failure to act by DISTRICT, by other service providers, or by Plan participants to protect Data;

CONSULTANT shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of negligence, recklessness, or willful misconduct of an employee of CONSULTANT.

8. Standard of Care.

(A) CONSULTANT will perform the Fiduciary Services described in Appendix B to the Plan based on the standard of care as set forth in the Investment Advisor Act of 1940 and, as such, in accordance with the prudent man rule set forth in ERISA Section 404(a)(1)(B).

(B) CONSULTANT will perform the Non-Fiduciary Services described in Appendix C using reasonable business judgment and shall not be liable for any liabilities and claims arising thereunder, unless directly arising from CONSULTANT's intentional misconduct or gross negligence.

9. Termination. Either party may terminate this Agreement upon 30 days prior written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of section 8, 17, and 18) shall survive any expiration or termination of this Agreement. Upon termination, CONSULTANT will have no further obligation under this Agreement to act or advise DISTRICT with respect to services under this Agreement.

10. Receipt of Disclosure and Consent to Electronic Delivery. DISTRICT acknowledges receipt and undertakes to review and consider the disclosures made by CONSULTANT (including in this Agreement, the Form ADV Part 2 and CONSULTANT's Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

Further, DISTRICT consents to electronic delivery (via email or other generally accepted method) of current and future distributions of CONSULTANT's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to CONSULTANT.

11. Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the address in Appendix A and CONSULTANT's address 155 N. Lake Ave., Ste. 950, Pasadena, CA 91101, or such other address as any party shall have designated by notice in writing to the other party.

12. Assignability. This Agreement is not assignable by either Party hereto without the prior written consent of the other Party.

13. **Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.
14. **Entire Understanding and Modification.** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. This Agreement can be amended or modified by the written consent of the Parties.
15. **Severability.** If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.
16. **Headings.** All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.
17. **Applicable Law; Forum.** The laws of the State of California shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless otherwise preempted or superseded by federal law.
18. **Arbitration Agreement.** To the extent permitted by law, all controversies between DISTRICT and CONSULTANT, which may arise out of or relate to any of the services provided by CONSULTANT under this Agreement, or the construction, performance or breach of this or any other Agreement between CONSULTANT and DISTRICT, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in Pasadena, Los Angeles County, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.
19. **Amendment Process.** The Agreement may be modified, by written agreement of both DISTRICT and CONSULTANT.
20. **Waiver of Limitation.** Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which DISTRICT or Plan or any other party may have under federal or state securities laws.

This Agreement constitutes both an agreement between the parties and a disclosure statement. The Parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above. This Agreement shall not be binding on CONSULTANT or the RIA until each has accepted it, in writing, as indicated by their signatures below.

DISTRICT: Madera Irrigation District

Signature: _____
Name: Thomas Greci
Title: General Manager
Date: _____

Shuster Advisory Group

Signature: _____
Name: Mark Shuster
Title: Managing Partner
Date: _____

*The DISTRICT is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan's investments and engaging its service providers.

APPENDIX A – CLIENT/PLAN SPONSOR - PLAN INFORMATION

DISTRICT/Plan Sponsor Madera Irrigation District			
Plan Name 1 Madera Irrigation District 457(b) Plan	Type of Plan <input type="checkbox"/> 401(k) <input checked="" type="checkbox"/> 457(b) <input type="checkbox"/> 401(a) <input type="checkbox"/> 403(b) <input type="checkbox"/> Part-time Seasonal (OBRA) <input type="checkbox"/> Retiree Health Savings <input type="checkbox"/> Defined Benefit Plan <input type="checkbox"/> Other: _____		
Plan Name 2 Madera Irrigation District 401(a) Plan	Type of Plan <input type="checkbox"/> 401(k) <input type="checkbox"/> 457(b) <input checked="" type="checkbox"/> 401(a) <input type="checkbox"/> 403(b) <input type="checkbox"/> Part-time Seasonal (OBRA) <input type="checkbox"/> Retiree Health Savings <input type="checkbox"/> Defined Benefit Plan <input type="checkbox"/> Other: _____		
Plan Name 3 Madera Irrigation District 401(k) Plan	Type of Plan <input checked="" type="checkbox"/> 401(k) <input type="checkbox"/> 457(b) <input type="checkbox"/> 401(a) <input type="checkbox"/> 403(b) <input type="checkbox"/> Part-time Seasonal (OBRA) <input type="checkbox"/> Retiree Health Savings <input type="checkbox"/> Defined Benefit Plan <input type="checkbox"/> Other: _____		
Plan Name 4	Type of Plan <input type="checkbox"/> 401(k) <input type="checkbox"/> 457(b) <input type="checkbox"/> 401(a) <input type="checkbox"/> 403(b) <input type="checkbox"/> Part-time Seasonal (OBRA) <input type="checkbox"/> Retiree Health Savings <input type="checkbox"/> Defined Benefit Plan <input type="checkbox"/> Other: _____		
Plan Name 5	Type of Plan <input type="checkbox"/> 401(k) <input type="checkbox"/> 457(b) <input type="checkbox"/> 401(a) <input type="checkbox"/> 403(b) <input type="checkbox"/> Part-time Seasonal (OBRA) <input type="checkbox"/> Retiree Health Savings <input type="checkbox"/> Defined Benefit Plan <input type="checkbox"/> Other: _____		
Mailing Address 12152 Road 28 1/4	City Madera	State CA	Zip Code 93637
Legal Address (<input checked="" type="checkbox"/> Same as Mailing Address)	City	State	Zip Code

APPENDIX B – FIDUCIARY SERVICES

CONSULTANT will perform the following fiduciary services:

1. Development of an Investment Policy Statement (IPS). The IPS establishes the investment policies and objectives for the Plan(s), and shall set forth the asset classes and investment categories to be offered under the Plan(s), as well as the criteria and standards for selecting and monitoring the investments. The DISTRICT shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.
2. Consistent with the Investment Policy Statement, CONSULTANT will select the initial investment options within the Plan(s).
3. CONSULTANT will periodically review the investments within the Plan(s) and shall be responsible for making additions/deletions thereto.
4. CONSULTANT will provide periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS, and to make recommendations to maintain, or remove and replace investment options. Reports to include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index.
5. Meet with DISTRICT on a periodic basis to discuss reports and recommendations.
6. Annually review the IPS with the DISTRICT to ensure it continues to meet the DISTRICT's needs.
7. Selection of a default investment for participants who fail to make an investment election.
8. Coordinate the Deferred Compensation Committee meetings, record the meeting minutes and provide minutes to the attending members.

LIMITATIONS ON FIDUCIARY SERVICES

CONSULTANT shall not be responsible or liable for the recommendations of or services rendered by anyone other than CONSULTANT. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of DISTRICT, plan sponsor, record keeper(s), and/or third party administrator(s).

APPENDIX C – NON-FIDUCIARY SERVICES

CONSULTANT will perform the following Non-Fiduciary services:

1. Provide Plan design consulting and Plan document review
2. Provide vendor management/issue resolution
3. Provide consulting assistance on fiduciary best practices
4. Assist in the transition of previous record-keeper(s) and/or Plan provider(s)
5. Provide custom communications when needed
6. Assist in communications with recordkeeper(s) and/or Plan provider(s)
7. Distribute Plan level newsletters
8. Provide RFP services and Plan fee negotiations
9. Incumbent vendor and fee review
10. Contract review support
11. Employee education
12. Provide assistance with mandatory and optional legislative changes

LIMITATIONS ON NON-FIDUCIARY SERVICES

CONSULTANT shall not be responsible or liable for the recommendations of, or services rendered by anyone other than CONSULTANT. CONSULTANT and DISTRICT/plan sponsor will work together to determine mutually agreed upon for services requiring both parties to coordinate and/or attend. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of DISTRICT, plan sponsor, record keeper(s), and/or third-party administrator(s).

APPENDIX D - FEE SCHEDULE

1. All fees are billed in arrears.
2. The initial fee will be the amount prorated for the number of days included in the initial billing period from the effective payment start date.
3. If this Agreement is terminated prior to the end of a billing period, CONSULTANT shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.
4. All fees will be due and payable within 30 days and are payable to "Shuster Advisory Group"
5. The annual fee for services shall be as follows:

Beginning with the Effective Date of this Agreement and continuing until the earlier of the date the plans are converted to a new record-keeper and assets from the prior record-keeper are transferred, the date the plans are converted to a new record-keeper and the first payroll deferral is processed by the new record-keeper, or the date it is decided to remain with the incumbent record-keeper and new pricing is implemented, if applicable, (hereafter known as the "Conversion Date") the fee for service shall be \$1,000.00 per month. Fees will accrue and be paid from Plan assets to CONSULTANT by the record keeper upon the Conversion Date.

After the "Conversion Date", the fee for service shall be \$1,000.00 per month. Fees will be deducted from Plan assets and will be paid to CONSULTANT by the record-keeper.

At CONSULTANT's discretion the billing period described above may be adjusted to quarterly.