

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

Ridgecrest City Hall 100 W California Ave., Ridgecrest, CA 93555 760-499-5002

BOARD OF DIRECTORS

A G E N D A

Thursday, March 21, 2019

Closed Session 10:00 a.m.

Open Session 11:00 a.m.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Lauren Duffy at (760) 384-5511. Requests must be made as early as possible and at least one full business day before the start of the meeting. Documents and material relating to an open session agenda items that are provided to the IWVGA Board of Directors prior to a regular meeting will be available for public inspection and copying at Indian Wells Valley Water District, 500 Ridgecrest Blvd, Ridgecrest, CA 93555, or online at <https://iwwga.org/>.

Statements from the Public

The public will be allowed to address the Board during Public Comments about subjects within the jurisdiction of the IWVGA Board and that are NOT on the agenda. No action may be taken on off-agenda items unless authorized by law. Questions posed to the Board may be answered after the meeting or at future meeting. Dialog or extended discussion between the public and the Board or staff will be limited in accordance with the Brown Act. The Public Comments portion of the meeting shall be limited to three (3) minutes per speaker. Each person is limited to one comment during Public Comments.

All remarks and questions should be addressed to the Board as a whole and not to any individual Board member or staff. There will be time after each action item on the agenda to receive comments from the public. Again, each speaker will be limited to three (3) minutes. Speakers should be brief and limit their comments to the specific subject being discussed. Persons will be limited to one comment per person unless directed by the Chair.

1. CALL TO ORDER – 10:00 a.m.

2. PUBLIC COMMENTS ON CLOSED SESSION

This time is reserved for the public to address the Board about matters NOT on the agenda. No action will be taken on non-agenda items unless authorized by law. Comments are limited to three minutes per person.

3. CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION
(Government Code Section 54956.9(d)(2)(e)(1)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Directors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the IWVGA but which are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

**IWVGA Board of Directors
Meeting of March 21, 2019**

4. OPEN SESSION 11:00 a.m.

- a. Report on Closed Session
- b. Pledge of Allegiance

5. PUBLIC COMMENTS

This time is reserved for the public to address the Board about matters NOT on the agenda. No action will be taken on non-agenda items unless authorized by law. Comments are limited to three minutes per person.

6. CONSENT AGENDA

- a. Approve Minutes of Board Meeting February 21, 2019
- b. Approve Expenditures
 - i. \$9,360.00 - RWG Law
 - ii. \$3,000.00 - Brown Armstrong Accountancy Corp.
 - iii. \$15,604.23, \$20,599.45, \$6,455.43 - DRI

7. DISCUSSION AND APPROVAL OF REVISED 2019 IWVGA BUDGET**8. DISCUSSION AND APPROVAL OF TRANSITIONING PARTIAL FINANCIAL RESPONSIBILITIES TO THE INDIAN WELLS VALLEY WATER DISTRICT FOR 2019****9. WATER RESOURCES MANAGER (WRM) REPORT**

- a. Report/Discussion on Plan of Action and Milestones (POAM)
- b. Report on Proposition 1 Grant Status
- c. Report on Pump Fee Status/Schedule
- d. Summary of Water Supply Augmentation Plan
- e. Severely Disadvantaged Community (SDAC) Update

10. DISCUSSION AND APPROVAL OF CAPITOL CORE AGREEMENT**11. UPDATE ON OUTREACH EFFORTS****12. BOARD QUESTIONS REGARDING POLICY ADVISORY COMMITTEE (PAC) AND TECHNICAL ADVISORY COMMITTEE (TAC) REPORTS****13. GENERAL MANAGER'S REPORT**

- a. Report Ramboll Geoscene 3D Model Presentation

14. CLOSING COMMENTS

This time is reserved for comments by Board members and/or staff and to identify matters for future Board business

15. DATE AND TIME OF NEXT MEETING – April 18, 2019; 10:00 a.m.**16. CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION (Government Code Section 54956.9(d)(2)(e)(1)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Directors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the IWVGA but which

**IWVGA Board of Directors
Meeting of March 21, 2019**

are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

17. ADJOURN

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

City of Ridgecrest, Indian Wells Valley Water District, Inyo County, Kern County, San Bernardino County

BOARD OF DIRECTORS

MINUTES

Thursday, February 21, 2019; 10:00 a.m.

IWVGA Members Present:

Chairman Ron Kicinski, IWVWD	Don Zdeba, IWVGA General Manager
John Vallejo, Inyo County	Keith Lemieux, Legal Counsel
Mick Gleason, Kern County	Stephen Johnson, IWVGA Water Resources Manager
Commander Peter Benson, US Navy	Lauren Duffy, Clerk of the Board
Scott Hayman, City of Ridgecrest	Ryan Klausch, Bureau of Land Management

Attending Via Teleconference is Director Luther Snoke of San Bernardino and Jim Worth, Legal Counsel.

Meeting recording and public comment letters submitted are made available at:

<https://iwvga.org/iwvga-meetings/>

1. CALL TO ORDER:

The meeting is called to order by Chairman Kicinski at 10:03 a.m.

2. PUBLIC COMMENTS ON CLOSED SESSION:

Nick Panzer submits a comment letter which is available online.

With no further public comment made, Chairman Kicinski calls the meeting into Closed Session at 10:05 a.m.

3. CLOSED SESSION:

- CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION (Government Code Section 54956.9(d)(2)(e)(1)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Directors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the IWVGA but which are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

4. OPEN SESSION 11:00 a.m.:

The meeting is reconvened into Open Session at 11:01 a.m.

- a. The Pledge of Allegiance is led by Skip Gorman.

Lauren Duffy calls the following roll call:

Director Vallejo	Present
Director Hayman	Present
Chairman Kicinski	Present
Director Snoke	*Via Teleconference
Vice Chair Gleason	Present

5. PRESENTATIONS:**a. Inyo-Mono Integrated Regional Water Management (IRWM)**

Description: Holly Alpert to provide a presentation on the group's achievements and how it may provide assistance to the IWVGA going forward.

Presentation available online. Ms. Alpert will continue further discussions with staff to see how the IRWM group may be of assistance and alleviate some of the workload Stetson Engineers currently has. Jeff Helsley will be in contact with Ms. Alpert with regards to possibly passing off the Proposition Grant work.

The Board hears public comments from Renee Westa-Lusk, Judie Decker, and Sophia Merk.

6. PUBLIC COMMENTS:

West Katzenstein asks if the work on an allocation plan being done by Jim Markman, Special Counsel, would become the Groundwater Sustainability Plan (GSP), or would it be offered as an alternate for the IWVGA allowing comments and possible modifications.

7. CONSENT AGENDA:

- a. Approve Minutes of Board Meeting January 15, 2019
- b. Approve Expenditures
 - i. \$4,146.43 – RWG Law
 - ii. \$11,407.73, \$25,250.20, \$23,789.91, and \$6,245.08 – DRI
 - iii. \$97,279.95 – Stetson Engineers

Director Vallejo requests item #7b be pulled for further discussion. Staff directed to modify the POAM to reflect corresponding numbers with Stetson Engineers invoices.

Motion made by Mick Gleason and seconded by Scott Hayman to approve Minutes of Board Meeting on January 15, 2019, and the following expenditures: \$4,146.43 to RWG Law, \$11,407.73, \$25,250.20, \$23,789.91, and \$6,245.08 to DRI, and \$97,279.95 to Stetson Engineers. Motion carries unanimously by the following roll call vote:

Director Vallejo	Aye
Director Hayman	Aye
Chairman Kicinski	Aye
Director Snoke	Aye
Vice Chair Gleason	Aye

8. PRESENTATION OF DRI GROUNDWATER BASIN MODEL:

Jean Moran, Stetson Engineers, provides a "Groundwater 101" using the DRI model. Presentation available online.

The Board hears public comments from Judie Decker, Stan Rajtora, Elaine Mead, and David Saint-Amand.

9. FINANCIAL UPDATE AND REVIEW:

Don Zdeba provides the Board with the Financial Update.

Director Snoke questions what will happen during the period which the cash balance significantly goes negative; how will that period be bridged until Grant reimbursement is

received? Steve Johnson comments that in the past, Stetson Engineers has worked with the IWVGA to defer payments for a certain amount of time.

10. APPROVAL OF 2019 IWVGA BUDGET:

Alan Christensen provides an overview on a revised IWVGA budget for 2019.

The Board suggests revisions and by consensus directs staff to create a more in-depth budget. IWVGA staff will conference with staff of Indian Wells Valley Water District (IWVWD) and Kern County to compile a more detailed IWVGA 2019 Budget and present it at the March meeting for approval.

Board hears public comments from Sophia Merk, Joshua Nugent, Derek Hoffman, Judie Decker, and West Katzenstein.

11. REPORT ON ACTIONS TAKEN TO NOTIFY/OBTAIN NON-COMPLIANT PUMPERS WELL REGISTRATION FORM AND DELINQUENT PUMP FEES – REQUEST BOARD TO AUTHORIZE LEGAL COUNSEL TO PURSUE LEAGL ACTION AGAINST NON-COMPLIANT PUMPERS:

Jim Worth, Legal Counsel, comments at the January 17th IWVGA meeting, the Board directed staff to send final notice letters to non-compliant pumpers. Heather Steele, Stetson Engineers, expects to have the address list of non-compliant pumpers sent to Mr. Worth by early next week. Due to additional information being needed, the letters have yet to be sent, staff predicts the letters will be sent by the following week. The letter allows pumpers an additional thirty (30) days to register their wells. Staff is seeking Board authorization to commence the process of pursuing legal remedies against non-compliant pumpers after the letter is sent and the thirty-day allowance is up.

The Board hears public comments from Derek Hoffman, Patricia Farris, Sophia Merk, and Don Decker.

Motion made by Mick Gleason and seconded by Scott Hayman to authorize staff to commence the process to pursue legal remedies against non-compliant pumpers and directs staff to review the outreach program. Motion carries unanimously by the following roll call vote:

Director Vallejo	Aye
Director Hayman	Aye
Chairman Kicinski	Aye
Director Snoke	Aye
Vice Chair Gleason	Aye

12. WATER REOURCES MANAGER REPORT:

a. Report/Discussion on Plan of Action and Milestones (POAM):

Jeff Helsely provides a report on the updated POAM. Available online.

b. Report on Proposition 1 Grant Status:

The draft Proposition 1 invoice package was submitted to Department of Water Resources (DWR) for review. Initial comments received were addressed and the invoice package was resubmitted. Staff is currently waiting for additional comments or approval prior to the final invoice and progress report being submitted.

c. Report on Pump fee Status/Schedule:

There are currently 46 registered accounts. Registration forms were sent to newly identified non-de-minimis pumpers. \$196,000 received to date in pumping fees.

The Board hears public comments from Derek Hoffman, Judie Decker, and Renee Westa-Lusk.

d. Report and Request Board for Direction on Committee to Review Water Marketer Proposals and Water Supply Augmentation Panning:

Don Zdeba comments that an ad-hoc committee was formed, as directed by the Board, to review the received Water Marketer Proposals. The recommendation from the ad-hoc committee was that the proposal received from Capitol Core was the best fitting for the IWVGA's needs.

Steve Johnson reviews the staff report, included in the Board packet, with respect to review of the Water Marketing Consultant.

Director Vallejo comments staff was directed at the January Board meeting to develop a general outline of an augmentation strategy and provide the Board with a recommendation at the February meeting. Mr. Vallejo continues that, in terms of putting a plan into place, if the Board has the assumption that imported water is going to be the answer, then the Board needs to know what the overall augmentation strategy will be, prior to looking for import options. Mr. Vallejo adds Inyo County's concerns regarding importing water.

The Board hears public comments from Judie Decker.

Staff's recommendation is for the Board to direct the General Manager and Legal Counsel to work with Capitol Core to prepare the draft Consultant Agreement for approval and execution at the March meeting.

Motion made by Mick Gleason and seconded by Scott Hayman to approve staff's recommendation and directs staff to provide a draft Consultant Agreement for approval at the March meeting. Motion carries by the following roll call vote:

Director Vallejo	Nay
Director Hayman	Aye
Chairman Kicinski	Aye
Director Snoke	Aye
Vice Chair Gleason	Aye

13. STAFF REPORT ON FUTURE TAC AND PAC MEETINGS BEING HELD AT CITY HALL:

Don Zdeba provides the Board with the costs associated with holding the TAC/PAC meetings at City Hall.

The Board agrees by consensus to direct Staff to include costs associated with TAC and PAC meetings being held at City Hall with the IWVGA 2019 Budget for approval at the March meeting.

14. BOARD QUESTIONS REGARDING POLICY ADVISORY COMMITTEE (PAC) AND TECHNICAL ADVISORY COMMITTEE (TAC) REPORTS:

Reports are available in Board packet and online.

The Board hears public comments from Nick Panzer.

15. GENERAL MANAGER'S REPORT:

- a. Discussion and Board consideration of outreach postcard:

Don Zdeba presents a draft oversized informational postcard outlining details on the Sustainable Groundwater Management Act (SGMA), the IWVGA and affiliated Committees, where to find more information, and how to get involved. Mr. Zdeba notes that the Indian Wells Valley Water District (IWWVD) is willing to pay for the distribution of this postcard to all impacted assessor's parcel numbers (APNs) within Kern, Inyo, and San Bernardino counties.

The Board and public provide suggestions to the informational postcard.

Motion made by Mick Gleason and seconded by Scott Hayman to direct the general manager to revise postcard accordingly and distribute to staff for comments prior to distribution to all impacted APNs. Motion carries unanimously by the following roll call vote:

Director Vallejo	Aye
Director Hayman	Aye
Chairman Kicinski	Aye
Director Snoke	Aye
Vice Chair Gleason	Aye

16. CLOSING COMMENTS:

Commander Benson submits, for the record, a letter from the Navy outlining the number one encroachment issue for China Lake Naval Air Weapons Station, which is groundwater resources that have the potential to impact missions on or around China Lake. Letter is available online.

Vice-chair Gleason goes on record saying he disagrees with a comment made by Mr. Markman during a correspondence between Mr. Markman and Mr. Panzer. Mr. Panzer spoke of beneficial and reasonable use and a concept embedded in the California Water Code, to which Mr. Markman responded there was insufficient precedence and when that theory has been used before, it come without much success. Director Gleason believes that the IWV basin is so unique and there is substantial cause for an argument to be made that we must make decisions based on what is most reasonable and beneficial for this basin.

Chair Kicinski asks that regular updates on outreach efforts are provided at all future Board meetings, as well as updates on where the Board stands with the Severely Disadvantaged Communities (SDAC) issue.

17. DATE AND TIME OF NEXT MEETING:

The next IWVGA Regular Board Meeting will be held on March 21, 2019; at 10:00 a.m.

With no further Board or Public comments, Chairman Kicinski recessed the meeting at 3:45 p.m. for a short break.

The meeting is reconvened into Closed Session at 3:50 p.m.

18. CLOSED SESSION:

- CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION (Government Code Section 54956.9(d)(2)(e)(1)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Directors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the IWVGA but which are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

The meeting is reconvened into Open Session at 3:53 p.m. as the Board decided to hold off on further Closed Session discussion.

No action was taken that requires disclosure under the Brown Act.

19. ADJOURN:

With no further Board or Public comments, Chairman Kicinski adjourns the meeting at 3:54 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Lauren Duffy', is written over the printed name.

Lauren Duffy
Clerk of the Board of Directors
Indian Wells Valley Groundwater Authority

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Brown Armstrong Accountancy Corporation**4200 Truxtun Avenue****Suite 300****Bakersfield, CA 93309****661-324-4971**

INDIAN WELLS VALLEY GROUND WATER AUTHORITY

Invoice No. 247109

CITY OF RIDGECREST

100 W. CALIFORNIA AVENUE

RIDGECREST, CA 93555

Date February 24, 2019

Client No. 32711.001

Work in progress on 2017 and 2016 audits:

(Contract amount/Billed to date: \$6,000/\$6,000)

\$ 3,000.00

Current Invoice Amount 3,000.00

Beginning Balance 0.00Balance Due \$ 3,000.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
3,000.00	0.00	0.00	0.00	0.00	3,000.00

Please remit by: March 25, 2019

Credit Card Payments Accepted

(3% Convenience Fee will Apply)

Make checks payable to: **Brown Armstrong**E-mail billing inquiries to: cwhite@bacpas.com



Invoice for Indian Wells Valley Grndwater Authority

INVOICE TO

Indian Wells Valley Groundwater Authority
c/o City of Ridgecrest - City Clerk
100 W. California Ave
Ridgecrest, CA 93555

INVOICE NUMBER: **CI-06-1769 / 08**

DATE: **02/20/19**

AMOUNT: **\$15,604.23**

TERMS: Due Upon Receipt

Contract/Grant/Agreement/Purchase Order		Period Billed	
Indian Wells Valley Grndwater Authority		From	To
Contract Dated 5/23/18		1/1/2019	1/31/2019
Title: Indian Wells Valley Groundwater Authority / Groundwater Sustainability Plan - Model Coordination			
P.I.: Chapman, Jenny			
DRI Acct: AWD-06-00000423 / GR07189 RC0068		TAX ID #: 886000024	
Cost Elements/Services	Current	Cumulative	

Indian Wells Valley Grndwater Authority

Salaries	10,579.13	76,348.41
Fringe Benefits	5,025.10	36,750.64
Travel	0.00	3,741.42
Operating	0.00	12.00
Totals	15,604.23	116,852.48

Total Amount Due This Invoice **15,604.23**

Budget Amount 239,934.00
 Invoiced to Date 116,852.48
 Budget Balance **123,081.52**

"I certify to the best of my ability that all expenditures reported are for appropriate purposes and in accordance with the provisions of the award documentation."

Sherril Schmidt, Sponsored Research Specialist
 (775) 673-7404

02/20/19

Date

Make Check Payable To: **Board of Regents**

Mail Check To:

Desert Research Institute
 Financial Services Office
 2215 Raggio Parkway
 Reno, Nevada 89512-1095

* Please return Invoice Copy with Check *





Invoice for Indian Wells Valley Grndwater Authority

INVOICE TO

Indian Wells Valley Groundwater Authority
c/o City of Ridgecrest - City Clerk
100 W. California Ave
Ridgecrest, CA 93555

INVOICE NUMBER: **CI-06-1855 A / 09**

DATE: **03/12/19**

AMOUNT: **\$20,599.45**

TERMS: Due Upon Receipt

Contract/Grant/Agreement/Purchase Order	Period Billed	
	From	To
Indian Wells Valley Grndwater Authority Contract Dated 5/23/18	2/1/2019	2/28/2019
Title: Indian Wells Valley Groundwater Authority / Groundwater Sustainability Plan - Model Coordination		
P.I.: Chapman, Jenny		
DRI Acct: AWD-06-00000423 / GR07189 RC0068 TAX ID #: 886000024		
Cost Elements/Services	Current	Cumulative

Indian Wells Valley Grndwater Authority

Salaries	13,560.11	89,908.52
Fringe Benefits	6,441.04	43,191.68
Travel	598.31	4,339.73
Operating	0.00	12.00
Totals	20,599.45	137,451.93

Total Amount Due This Invoice **20,599.45**

Budget Amount 239,934.00
 Invoiced to Date 137,451.93
 Budget Balance **102,482.07**

"I certify to the best of my ability that all expenditures reported are for appropriate purposes and in accordance with the provisions of the award documentation."

for S. Schmidt
 Sherril Schmidt, Sponsored Research Specialist
 (775) 673-7404

03/12/19

Date

Make Check Payable To: **Board of Regents**

Mail Check To:

Desert Research Institute
 Financial Services Office
 2215 Raggio Parkway
 Reno, Nevada 89512-1095

* Please return Invoice Copy with Check *





Invoice for Indian Wells Valley Grndwater Authority - Brackish Water Study

INVOICE TO

**Indian Wells Valley Groundwater Authority
c/o City of Ridgecrest - City Clerk
100 W. California Ave
Ridgecrest, CA 93555**

INVOICE NUMBER: **CI-06-1855 B / 01**

DATE: **03/12/19**

AMOUNT: **\$6,455.43**

TERMS: Due Upon Receipt

Contract/Grant/Agreement/Purchase Order		Period Billed	
Indian Wells Valley Grndwater Auth / Brackish Study		From	To
Contract Dated 11/15/18 Brackish Water Study		12/1/2018	2/28/2019
Title: Indian Wells Valley Groundwater Authority / Groundwater Sustainability Plan - Brackish Water Resource Study			
P.I.: Chapman, Jenny			
DRI Acct: AWD-06-00000423 / GR08455 RC0068		TAX ID #: 886000024	
Cost Elements/Services	Current	Cumulative	

Indian Wells Valley Grndwater Authority / Brackish Water Resource Study

Salaries	4,376.56	4,376.56
Fringe Benefits	2,078.87	2,078.87
Travel	0.00	0.00
Operating	0.00	0.00
Totals	6,455.43	6,455.43

Total Amount Due This Invoice 6,455.43

Budget Amount 53,000.00
Invoiced to Date 6,455.43
Budget Balance **46,544.57**

"I certify to the best of my ability that all expenditures reported are for appropriate purposes and in accordance with the provisions of the award documentation."

for *S. Schmidt*
Sherril Schmidt, Sponsored Research Specialist
(775) 673-7404

03/12/19

Date

Make Check Payable To: Board of Regents

Mail Check To:

Desert Research Institute
Financial Services Office
2215 Raggio Parkway
Reno, Nevada 89512-1095

* Please return Invoice Copy with Check *

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**Indian Wells Valley Groundwater Authority
Fiscal Year 2019 Proposed Budget**

	Project Budget/ POAM - Pre-FY 2018 - FY 2018 = 2019 Budget				
Beginning Balance				231,368	* Includes Sweep Account of \$121,728.11
County of Kern Advance	500,000	-	254,655	245,345	* Loan - Shouldn't be considered as revenue
IWVWD Advance	500,000	-	500,000	-	* To be credited against future Pumping Fees - Shouldn't be considered as revenue
Navy in-Kind	1,097,300		620,600	476,700	* Tasks being performed by the Navy as in-kind services
IWVWD In-kind	80,000		80,000	-	* Tasks being performed by the IWVWD as in-kind services
Initial Member Contribution	75,000	75,000	-	-	
Beginning Balance	1,252,300	75,000	1,455,255	953,413	
Revenues					
DWR			225,501	24,449	
Prop 1 Grant	2,146,000	-	-	931,325	
-GSP Preparation @ \$1,500,000					
-SDAC @ \$646,000					
Distressed Counties Grant Revenue-Reimbursement	170,000	-	-	170,000	
Assessment Pumping Fee	1,522,384	-	121,788	762,973	* Anticipated Pumping Fee Revenue for FY 2019
Total Revenue	3,838,384	-	347,288	1,888,747	
Expenses					
Task 1- Initial GSP Support Studies	167,600	19,341	188,065	(39,805)	* Includes \$80,000 IWVWD/City In-Kind Contribution to Salt/Nutrient Plan
Task 2- Proposition 1 SGMA GSP Development Grant	102,880	27,280	50,481	25,119	
Task 3- Data Management System	371,105	3,686	75,143	292,276	
Task 4- GSP Development and Submittal	2,505,700	12,136	860,130	1,633,434	* FY 2018 Includes \$620,600 Navy In-Kind Contribution to Model Development
Task 5- SDAC Projects	646,000	1,969	45,073	598,959	
Task 6- IWVGA Project Management and Administrative Tasks	206,300	8,953	124,441	72,906	
- City of Ridgecrest Reimbursement	210,466	-	-	-	* To Be Paid in Out Years
Task 7- Legal Services	200,000		12,878	187,123	
Task 8- Stakeholder/Authority Coordination	289,250		29,424	259,826	
- Additional PAC/TAC/Board Meeting Support	100,000			100,000	* To Cover Expenses above POAM Budget
- Additional Pump Fee Support	36,000			36,000	* To Cover Expenses above POAM Budget
Task 9- Groundwater Pumping Fee Support	121,500		98,032	23,468	
Stetson- TSS Support	17,464			14,700	* Additional Tasks Outside of POAM
Stetson- Brackish Water Support	47,088			30,000	* Additional Tasks Outside of POAM
Stetson- Imported Water Coordination	48,710			45,000	* Additional Tasks Outside of POAM
Stetson- Allocation Process Support	104,015			50,000	* Additional Tasks Outside of POAM
Stetson- Navy-Coso Funding Support	13,382			10,000	* Additional Tasks Outside of POAM
Banking Fees	60	-	60	-	* Deposit Forms
Addtl Insurance Cost	2,000	-	-	2,000	* To Cover Expenditures over POAM Budget
PAC & TAC Meeting Costs	7,470	-	-	7,470	* 2.5 hours for PAC + 3.5 hours for TAC each month x 83/hour plus 25%
Water Marketing	230,000	-	-	230,000	
Undocumented Expenditures (pre-FY2018)	-	635	-	-	* \$93.95 for Horizon California Publication; \$541.25 for Springhill Suites
Total Expenses	5,426,990	74,000	1,483,725	3,578,475	
Reserve Requirements				227,268	
Ending Balance				(963,583)	

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

BOARD OF DIRECTORS

Ronald Kicinski, Chair
Mick Gleason, Vice-Chair
Scott Hayman
Matthew Kingsley
Luther Snoke
CDR Peter Benson
Ryan Klausch

Donald Zdeba
General Manager
James Worth
Legal Counsel

March 21, 2019

Kern County Auditor's Office
Mary B. Bedard, CPA
1115 Truxtun Avenue
Bakersfield, CA 93301

Dear Ms. Bedard,

The Indian Wells Valley Groundwater Authority Board requests that your office change the signers on Fund #42927 so that they can authorize payments from the fund. The new signers are as follows:

Donald Zdeba, IWVGA General Manager
Tyrell Staheli, Indian Wells Valley Water District
Diana Nguyen, Indian Wells Valley Water District

These persons are officers and staff of the Authority. Thank you for your assistance.

Sincerely,

Ronald Kicinski
Chair of the Board of Directors
Indian Wells Valley Groundwater Authority

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
GROUNDWATER SUSTAINABLITIY PLAN (GSP) DEVELOPMENT
POAM SCHEDULE - DRAFT (March 15, 2019)

ID	Task Name	Task Responsibility	Predecessors	Budgeted Cost	Actual Costs	Remaining Costs	Start	Finish	Budget % Use	% Complete	<div><div>2017</div><div>2018</div><div>2019</div><div>Q1Q2Q3Q4Q1Q2Q3Q4Q1Q2Q3Q4Q1</div></div>											
0	POAM billing data as of 01/31/19			\$4,820,801.00	\$2,299,307.00	\$2,521,494.00	Thu 1/1/15	Mon 12/30/19	48%	70%	<div><div></div></div>											
1	Water Resources Manager Starts Work - August 2017	-		\$0.00	\$0.00	\$0.00	Thu 8/17/17	Thu 8/17/17		100%	<div><div></div><div>8/17</div></div>											
2	Task 1.0 Initial GSP Support Studies	-		\$167,600.00	\$167,600.00	\$0.00	Fri 1/1/16	Fri 3/29/19	100%	99%	<div><div></div></div>											
11	Task 2.0 Proposition 1 SGMA GSP Development Grant	-		\$102,880.00	\$99,698.00	\$3,182.00	Fri 9/8/17	Fri 9/28/18	97%	100%	<div><div></div></div>											
17	Task 3.0 Data Management System	-		\$371,105.00	\$137,312.00	\$233,793.00	Thu 8/3/17	Mon 12/2/19	37%	68%	<div><div></div></div>											
28	Task 4.0 GSP Development and Submittal	-		\$2,505,700.00	\$1,161,778.00	\$1,343,922.00	Thu 1/1/15	Mon 12/30/19	46%	80%	<div><div></div></div>											
29	Task 4.1 Prepare/Submit Notification of GSP Preparation to DWR and Local Agencies and Post on Website	-	1	\$0.00	\$0.00	\$0.00	Tue 10/17/17	Tue 10/17/17		100%	<div><div></div><div>10/17</div></div>											
30	Task 4.2 Conceptual and Numerical Basin Modeling	-		\$1,046,900.00	\$826,488.00	\$220,412.00	Thu 1/1/15	Mon 7/1/19	79%	90%	<div><div></div></div>											
31	Hydrogeologic Conceptual Model			\$31,300.00	\$23,193.00	\$8,107.00	Wed 10/18/17	Thu 4/4/19	74%	97%	<div><div></div></div>											
36	Numerical Groundwater Model	-		\$1,015,600.00	\$803,295.00	\$212,305.00	Thu 1/1/15	Mon 7/1/19	79%	90%	<div><div></div></div>											
53	Task 4.3 Data Gap Evaluation	-		\$1,056,200.00	\$101,863.00	\$954,337.00	Wed 8/16/17	Mon 12/2/19	10%	80%	<div><div></div></div>											
82	Task 4.4 Imported Water Study	-		\$175,000.00	\$121,828.00	\$53,172.00	Fri 12/15/17	Fri 3/15/19	70%	100%	<div><div></div></div>											
89	Task 4.5 Recycled Water Study	-		\$61,000.00	\$60,984.00	\$16.00	Fri 12/15/17	Thu 2/7/19	100%	100%	<div><div></div></div>											
97	Task 4.6 Prepare Draft GSP Chapters	-		\$135,300.00	\$44,659.00	\$90,641.00	Tue 9/4/18	Fri 6/28/19	33%	60%	<div><div></div></div>											
107	Task 4.7 GSP Report Preparation: Develop Draft and Final GSP	-		\$31,300.00	\$5,956.00	\$25,344.00	Fri 6/28/19	Mon 8/26/19	19%	0%	<div><div></div></div>											
112	Task 4.8 Public Hearing and Adoption of Plan	-		\$0.00	\$0.00	\$0.00	Mon 8/26/19	Mon 12/30/19		0%	<div><div></div></div>											
118	Task 5.0 SDAC Projects	-		\$646,000.00	\$33,101.00	\$612,899.00	Mon 10/9/17	Fri 12/27/19	5%	64%	<div><div></div></div>											
121	Task 6.0 IWVGA Project Management and Administrative Tasks	-		\$416,766.00	\$268,389.71	\$148,376.29	Tue 8/1/17	Fri 12/27/19	64%	67%	<div><div></div></div>											
132	Task 7.0 Legal Services	IWVGA		\$200,000.00	\$0.00	\$200,000.00	Tue 8/1/17	Fri 12/27/19	0%	67%	<div><div></div></div>											
133	Task 8.0 Stakeholder/Authority Coordination	-		\$289,250.00	\$305,544.29	(\$16,294.29)	Tue 8/1/17	Fri 12/27/19	106%	67%	<div><div></div></div>											
139	Task 9.0 Groundwater Pumping Fee Support	Stetson		\$121,500.00	\$125,884.00	(\$4,384.00)	Tue 8/1/17	Fri 12/27/19	104%	67%	<div><div></div></div>											

Project: POAM billing data as of 01/31/19
Date: Fri 3/15/19

Task	<div></div>	Rolled Up Milestone	<div></div>	Inactive Milestone	<div></div>	Start-only	<div></div>	Baseline	<div></div>
Critical Task	<div></div>	Rolled Up Progress	<div></div>	Inactive Summary	<div></div>	Finish-only	<div></div>	Baseline Milestone	<div></div>
Milestone	<div></div>	Split	<div></div>	Manual Task	<div></div>	External Tasks	<div></div>	Baseline Summary	<div></div>
Summary	<div></div>	External Tasks	<div></div>	Duration-only	<div></div>	External Milestone	<div></div>	Progress	<div></div>
Rolled Up Task	<div></div>	Project Summary	<div></div>	Manual Summary Rollup	<div></div>	Critical	<div></div>	Deadline	<div></div>
Rolled Up Critical Task	<div></div>	Group By Summary	<div></div>	Manual Summary	<div></div>	Critical Split	<div></div>		

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
GROUNDWATER SUSTAINABILITY PLAN (GSP) DEVELOPMENT
POAM SCHEDULE - DRAFT (March 15, 2019)

ID	Task Name	Task Responsibility	Predecessors	Budgeted Cost	Actual Costs	Remaining Costs	Start	Finish	Budget % Use	% Complete	2017				2018				2019				
											Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
0	POAM billing data as of 01/31/19			\$4,820,801.00	\$2,299,307.00	\$2,521,494.00	Thu 1/1/15	Mon 12/30/19	48%	70%													
1	Water Resources Manager Starts Work - August 2017	-		\$0.00	\$0.00	\$0.00	Thu 8/17/17	Thu 8/17/17		100%	◆ 8/17												
2	Task 1.0 Initial GSP Support Studies	-		\$167,600.00	\$167,600.00	\$0.00	Fri 1/1/16	Fri 3/29/19	100%	99%													
3	USGS Recharge Study - Grant Funded	USGS / Kern County		\$87,600.00	\$87,600.00	\$0.00	Mon 6/5/17	Mon 10/1/18	100%	100%													
4	Brackish Groundwater Resources FS- Brackish Groundwater Study Group Funded	IWVWD / Others		\$0.00	\$0.00	\$0.00	Mon 5/1/17	Fri 3/29/19		98%													
5	Aerial Electro-Magnetic Geophysics Survey- Government and Local Funding	IWVWD / Others		\$0.00	\$0.00	\$0.00	Tue 11/14/17	Thu 3/7/19		100%													
6	Well Database Groundwater Truthing Study	IWVWD / Others		\$0.00	\$0.00	\$0.00	Wed 8/23/17	Wed 12/20/17		100%													
7	Salt and Nutrient Management Plan	IWVWD / Others		\$80,000.00	\$80,000.00	\$0.00	Fri 1/1/16	Fri 12/29/17	100%	100%													
8	Loading Analysis (Existing)	IWVWD / Ridgecrest		\$30,000.00	\$30,000.00	\$0.00	Fri 1/1/16	Fri 12/29/17	100%	100%													
9	Mixing Model Development (Existing)	IWVWD / Ridgecrest	8SS	\$30,000.00	\$30,000.00	\$0.00	Fri 1/1/16	Fri 12/29/17	100%	100%													
10	Reporting and Coordination	IWVWD / Ridgecrest	8SS,9SS	\$20,000.00	\$20,000.00	\$0.00	Fri 1/1/16	Fri 12/29/17	100%	100%													
11	Task 2.0 Proposition 1 SGMA GSP Development Grant	-		\$102,880.00	\$99,698.00	\$3,182.00	Fri 9/8/17	Fri 9/28/18	97%	100%													
12	Release final PSP	DWR		\$0.00	\$0.00	\$0.00	Fri 9/8/17	Fri 9/8/17		100%													
13	Prepare Project Application	Stetson	1	\$62,880.00	\$62,834.00	\$46.00	Fri 9/8/17	Mon 11/13/17	100%	100%													
14	Submit Project Application	Stetson	13	\$0.00	\$0.00	\$0.00	Tue 11/14/17	Tue 11/14/17		100%	◆ 11/14												
15	DWR Grant Agreement Coordination	IWVGA / Stetson		\$10,000.00	\$10,000.00	\$0.00	Tue 11/14/17	Fri 9/28/18	100%	100%	9/28												
16	DWR Grant Reporting/Coordination	IWVGA / Stetson	15	\$30,000.00	\$26,864.00	\$3,136.00	Thu 8/2/18	Fri 9/28/18	90%	100%													
17	Task 3.0 Data Management System	-		\$371,105.00	\$137,312.00	\$233,793.00	Thu 8/3/17	Mon 12/2/19	37%	68%													
18	Task 3.1 Data Management System Development	-		\$48,605.00	\$48,605.00	\$0.00	Wed 8/23/17	Wed 1/31/18	100%	100%													
19	Develop a Web-Based GeoDatabase (DMS)	Stetson	1	\$48,605.00	\$48,605.00	\$0.00	Wed 8/23/17	Wed 1/31/18	100%	100%													
20	Task 3.2 Data Compilation and Analysis	-		\$322,500.00	\$88,707.00	\$233,793.00	Thu 8/3/17	Mon 12/2/19	28%	65%													
21	Develop Monitoring Protocols for the GSP	Stetson		\$30,900.00	\$20,007.00	\$10,893.00	Thu 3/1/18	Thu 11/1/18	65%	100%													
22	Populate Data with Historical Data	Stetson		\$54,200.00	\$54,200.00	\$0.00	Fri 12/15/17	Wed 8/15/18	100%	100%													
23	Install Transducers and Telemetry Equipment	Stetson		\$179,000.00	\$0.00	\$179,000.00	Thu 11/1/18	Fri 6/28/19	0%	0%													
24	Integrate GSP Goals and Objectives – Adaptive Management	Stetson		\$43,900.00	\$0.00	\$43,900.00	Mon 4/1/19	Thu 5/9/19	0%	0%													
25	Monitoring Program - Kern County Water Agency and Navy Funded	KCWA / Navy		\$0.00	\$0.00	\$0.00	Thu 8/3/17	Mon 12/2/19		69%													
26	Ramboll Coordination	Stetson		\$10,000.00	\$10,000.00	\$0.00	Tue 9/3/19	Mon 12/2/19	100%	0%													
27	CASGEM Coordination			\$4,500.00	\$4,500.00	\$0.00	Tue 11/14/17	Wed 1/31/18	100%	100%													
28	Task 4.0 GSP Development and Submittal	-		\$2,505,700.00	\$1,161,778.00	\$1,343,922.00	Thu 1/1/15	Mon 12/30/19	46%	80%													
29	Task 4.1 Prepare/Submit Notification of GSP Preparation to DWR and Local Agencies and Post on Website	-	1	\$0.00	\$0.00	\$0.00	Tue 10/17/17	Tue 10/17/17		100%	◆ 10/17												
30	Task 4.2 Conceptual and Numerical Basin Modeling	-		\$1,046,900.00	\$826,488.00	\$220,412.00	Thu 1/1/15	Mon 7/1/19	79%	90%													
31	Hydrogeologic Conceptual Model			\$31,300.00	\$23,193.00	\$8,107.00	Wed 10/18/17	Thu 4/4/19	74%	97%													
32	Prepare/Review Hydrogeologic Conceptual Model	Stetson	29	\$31,300.00	\$23,193.00	\$8,107.00	Wed 10/18/17	Tue 6/19/18	74%	100%													
33	Discussion of Hydrogeologic Conceptual Model	TAC	32	\$0.00	\$0.00	\$0.00	Fri 6/29/18	Thu 3/7/19		100%													
34	Discussion of Water Budget	TAC		\$0.00	\$0.00	\$0.00	Thu 2/1/18	Thu 11/1/18		100%													

Project: POAM billing data as of 01/31/19
Date: Fri 3/15/19

Task	<div></div>	Rolled Up Milestone	<div></div>	Inactive Milestone	<div></div>	Start-only	<div></div>	Baseline	<div></div>
Critical Task	<div></div>	Rolled Up Progress	<div></div>	Inactive Summary	<div></div>	Finish-only	<div></div>	Baseline Milestone	<div></div>
Milestone	<div></div>	Split	<div></div>	Manual Task	<div></div>	External Tasks	<div></div>	Baseline Summary	<div></div>
Summary	<div></div>	External Tasks	<div></div>	Duration-only	<div></div>	External Milestone	<div></div>	Progress	<div></div>
Rolled Up Task	<div></div>	Project Summary	<div></div>	Manual Summary Rollup	<div></div>	Critical	<div></div>	Deadline	<div></div>
Rolled Up Critical Task	<div></div>	Group By Summary	<div></div>	Manual Summary	<div></div>	Critical Split	<div></div>		

**INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
GROUNDWATER SUSTAINABILITY PLAN (GSP) DEVELOPMENT
POAM SCHEDULE - DRAFT (March 15, 2019)**

ID	Task Name	Task Responsibility	Predecessors	Budgeted Cost	Actual Costs	Remaining Costs	Start	Finish	Budget % Use	% Complete	2017				2018				2019			
											Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
35	Discussion and Recommendation of Outreach for Hydrogeologic Conceptual Model	PAC	33	\$0.00	\$0.00	\$0.00	Fri 3/8/19	Thu 4/4/19		50%												
36	Numerical Groundwater Model	-		\$1,015,600.00	\$803,295.00	\$212,305.00	Thu 1/1/15	Mon 7/1/19	79%	90%												
37	Model Development	Navy		\$620,600.00	\$620,600.00	\$0.00	Thu 1/1/15	Wed 8/16/17	100%	100%												
38	Review and Evaluation of Existing Groundwater Model	Stetson	37	\$31,400.00	\$31,400.00	\$0.00	Thu 8/17/17	Fri 12/29/17	100%	100%												
39	Model: Historical Model Calibration	DRI / Stetson	38	\$78,100.00	\$78,100.00	\$0.00	Thu 5/10/18	Wed 10/31/18	100%	100%												
40	Historical and Baseline Recharge and Pumping Workshop	TAC		\$0.00	\$0.00	\$0.00	Thu 6/28/18	Thu 6/28/18		100%												
41	Calibration Workshop	TAC		\$0.00	\$0.00	\$0.00	Wed 8/29/18	Wed 8/29/18		100%												
42	Discussion and Recommendation of Model Calibration	TAC	41	\$0.00	\$0.00	\$0.00	Thu 9/6/18	Thu 10/4/18		100%												
43	Complete Basin Model Calibration	Stetson	39,42	\$0.00	\$0.00	\$0.00	Thu 11/1/18	Thu 11/1/18		100%												
44	Model: Transport/TDS Modeling	DRI / Stetson		\$51,700.00	\$20,735.00	\$30,965.00	Tue 10/9/18	Thu 4/4/19	40%	80%												
45	Discussion and Recommendation of 4 Modeling Scenarios	TAC	85,94,34FS-23 days	\$0.00	\$0.00	\$0.00	Thu 10/4/18	Thu 2/7/19		100%												
46	Model: Baseline	DRI / Stetson	38,43,29	\$48,600.00	\$48,600.00	\$0.00	Fri 12/7/18	Thu 1/3/19	100%	100%												
47	Discussion of Sustainable Management Criteria	TAC		\$0.00	\$0.00	\$0.00	Thu 7/12/18	Wed 4/3/19		90%												
48	Model: Management Actions	DRI / Stetson	16,43,45FS-25 days	\$103,700.00	\$3,860.00	\$99,840.00	Fri 1/4/19	Wed 4/3/19	4%	0%												
49	Discussion of Baseline and Management Action Modeling Results	DRI/TAC/PAC	48SS+24 days,46	\$0.00	\$0.00	\$0.00	Thu 2/7/19	Wed 4/3/19		63%												
50	Recommendation of Management Actions for GSP and Outreach	TAC/PAC	49,48	\$0.00	\$0.00	\$0.00	Thu 4/4/19	Thu 4/4/19		0%												
51	Land Subsidence Consideration	DRI / Stetson		\$0.00	\$0.00	\$0.00	Thu 1/31/19	Thu 5/2/19		45%												
52	Draft Model Documentation	DRI / Stetson		\$81,500.00	\$0.00	\$81,500.00	Mon 7/9/18	Mon 7/1/19	0%	70%												
53	Task 4.3 Data Gap Evaluation	-		\$1,056,200.00	\$101,863.00	\$954,337.00	Wed 8/16/17	Mon 12/2/19	10%	80%												
54	Review Existing Monitoring Network and Recommend Monitoring Network	Stetson		\$42,400.00	\$31,764.00	\$10,636.00	Wed 8/16/17	Thu 4/4/19	75%	88%												
55	Identification of Data Gaps	Stetson		\$24,300.00	\$24,300.00	\$0.00	Mon 4/2/18	Thu 3/7/19	100%	100%												
56	Monitoring Wells	-		\$548,000.00	\$10,194.00	\$537,806.00	Thu 3/8/18	Mon 12/2/19	2%	59%												
57	Site Evaluation	Stetson		\$13,700.00	\$10,194.00	\$3,506.00	Mon 7/16/18	Mon 12/3/18	74%	100%												
58	Discussion of Location Siting	TAC		\$0.00	\$0.00	\$0.00	Thu 3/8/18	Thu 12/6/18		100%												
59	Work Plan and Well Construction	-		\$534,300.00	\$0.00	\$534,300.00	Thu 4/5/18	Mon 12/2/19	0%	55%												
60	Permitting and Work Plan	Stetson		\$98,900.00	\$0.00	\$98,900.00	Thu 4/5/18	Thu 3/7/19	0%	100%												
61	Installation of Monitoring Wells 2018	Navy/Stetson/Searles		\$186,700.00	\$0.00	\$186,700.00	Fri 11/23/18	Fri 12/28/18	0%	100%												
62	Installation of Monitoring Wells 2019	Navy/Stetson/Searles	61	\$186,700.00	\$0.00	\$186,700.00	Mon 12/31/18	Mon 12/2/19	0%	22%												
63	Collection of Monitoring Well Data	-		\$62,000.00	\$0.00	\$62,000.00	Thu 12/20/18	Mon 12/2/19	0%	25%												
64	Stream Gages	-		\$91,800.00	\$13,466.00	\$78,334.00	Tue 9/4/18	Wed 5/15/19	15%	80%												
65	Hydrologic Analysis	Stetson		\$16,100.00	\$12,807.00	\$3,293.00	Tue 9/4/18	Tue 11/6/18	80%	100%												
66	Discussion of Location Siting	TAC		\$0.00	\$0.00	\$0.00	Tue 9/4/18	Thu 12/6/18		100%												
67	Design and Location Siting	Stetson		\$29,900.00	\$0.00	\$29,900.00	Thu 11/1/18	Thu 2/7/19	0%	100%												
68	Equipment Purchase, Installation, and Testing	Stetson	67	\$45,800.00	\$659.00	\$45,141.00	Thu 2/7/19	Wed 5/15/19	1%	33%												
69	Weather Stations	-		\$68,700.00	\$3,658.00	\$65,042.00	Thu 9/6/18	Wed 5/15/19	5%	86%												
70	Discussion of Location Siting	TAC		\$0.00	\$0.00	\$0.00	Thu 9/6/18	Tue 12/18/18		100%												

Project: POAM billing data as of 01/31/19 Date: Fri 3/15/19	Task		Rolled Up Milestone		Inactive Milestone		Start-only		Baseline	
	Critical Task		Rolled Up Progress		Inactive Summary		Finish-only		Baseline Milestone	
	Milestone		Split		Manual Task		External Tasks		Baseline Summary	
	Summary		External Tasks		Duration-only		External Milestone		Progress	
	Rolled Up Task		Project Summary		Manual Summary Rollup		Critical		Deadline	
	Rolled Up Critical Task		Group By Summary		Manual Summary		Critical Split			

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
GROUNDWATER SUSTAINABILITY PLAN (GSP) DEVELOPMENT
POAM SCHEDULE - DRAFT (March 15, 2019)

ID	Task Name	Task Responsibility	Predecessors	Budgeted Cost	Actual Costs	Remaining Costs	Start	Finish	Budget % Use	% Complete	2017				2018				2019				
											Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
71	Design and Location Siting	Stetson		\$16,300.00	\$2,968.00	\$13,332.00	Thu 10/4/18	Thu 2/7/19	18%	100%													
72	Equipment Purchase	Stetson	71	\$29,700.00	\$690.00	\$29,010.00	Thu 2/7/19	Wed 4/17/19	2%	55%													
73	Installation and Testing	Stetson	72	\$22,700.00	\$0.00	\$22,700.00	Wed 4/17/19	Wed 5/15/19	0%	0%													
74	Water Quality and Stable Isotope Sampling and Analysis	-		\$108,700.00	\$17,538.00	\$91,162.00	Thu 10/4/18	Mon 8/5/19	16%	50%													
75	Discussion of Sampling	TAC		\$0.00	\$0.00	\$0.00	Thu 10/4/18	Thu 11/1/18		100%													
76	Surface and Groundwater Sampling	Stetson	75	\$81,500.00	\$17,538.00	\$63,962.00	Thu 2/7/19	Wed 5/15/19	22%	33%													
77	Geochemical Reaction and Transport Analysis	DRI	76	\$27,200.00	\$0.00	\$27,200.00	Wed 5/15/19	Mon 8/5/19	0%	0%													
78	Aquifer Tests	-		\$172,300.00	\$943.00	\$171,357.00	Thu 10/4/18	Thu 8/1/19	1%	50%													
79	Discussion of Test Locations	TAC		\$0.00	\$0.00	\$0.00	Thu 10/4/18	Mon 11/5/18		100%													
80	Prepare Aquifer Test Work Plan	Stetson		\$36,100.00	\$943.00	\$35,157.00	Thu 10/4/18	Wed 5/15/19	3%	50%													
81	Perform Aquifer Testing	Stetson	80	\$136,200.00	\$0.00	\$136,200.00	Wed 5/15/19	Thu 8/1/19	0%	0%													
82	Task 4.4 Imported Water Study	-		\$175,000.00	\$121,828.00	\$53,172.00	Fri 12/15/17	Fri 3/15/19	70%	100%													
83	Evaluate Potential Imported Water Supply Sources	Stetson		\$75,000.00	\$75,000.00	\$0.00	Fri 12/15/17	Thu 7/12/18	100%	100%													
84	Evaluate Water Banking Alternatives and Extraction Schedule	Stetson	83FF	\$25,000.00	\$25,000.00	\$0.00	Mon 1/1/18	Thu 7/12/18	100%	100%													
85	Discussion and Recommendation of Imported Water Feasibility	TAC	86FF	\$0.00	\$0.00	\$0.00	Thu 3/22/18	Thu 9/6/18		100%													
86	Evaluate Infrastructure Requirements	Stetson		\$25,000.00	\$21,828.00	\$3,172.00	Tue 5/1/18	Thu 8/2/18	87%	100%													
87	Prepare Technical Memorandum	Stetson	85,83,84	\$50,000.00	\$0.00	\$50,000.00	Thu 9/6/18	Fri 3/15/19	0%	0%													
88	Discussion and Recommendation of Imported Water Policy and Outreach			\$0.00	\$0.00	\$0.00	Mon 10/1/18	Thu 2/7/19		100%													
89	Task 4.5 Recycled Water Study	-		\$61,000.00	\$60,984.00	\$16.00	Fri 12/15/17	Thu 2/7/19	100%	100%													
90	Existing Supply and Demand Analysis	Stetson		\$6,600.00	\$6,600.00	\$0.00	Fri 12/15/17	Tue 1/30/18	100%	100%													
91	Identify Existing Recycled Water Infrastructure and Users	Stetson	90	\$6,000.00	\$6,000.00	\$0.00	Wed 1/31/18	Wed 2/28/18	100%	100%													
92	Review Regulatory and Institutional Requirements	Stetson	90	\$3,400.00	\$3,400.00	\$0.00	Wed 1/31/18	Wed 2/28/18	100%	100%													
93	Identify and Evaluate Potential Recycled Water Users	Stetson / IWVGA	91,92	\$20,000.00	\$20,000.00	\$0.00	Thu 3/1/18	Tue 5/1/18	100%	100%													
94	Discussion and Recommendation of Recycled Water Feasibility	TAC	90,91,93FF	\$0.00	\$0.00	\$0.00	Thu 3/1/18	Thu 7/12/18		100%													
95	Prepare Technical Memorandum	Stetson	93	\$25,000.00	\$24,984.00	\$16.00	Wed 5/2/18	Fri 7/20/18	100%	100%													
96	Discussion and Recommendation of Recycled Water Policy and Outreach	PAC		\$0.00	\$0.00	\$0.00	Mon 10/1/18	Thu 2/7/19		100%													
97	Task 4.6 Prepare Draft GSP Chapters	-		\$135,300.00	\$44,659.00	\$90,641.00	Tue 9/4/18	Fri 6/28/19	33%	60%													
98	GSP Report Preparation: Prepare Introduction Chapter	Stetson		\$1,200.00	\$1,057.00	\$143.00	Tue 9/4/18	Fri 12/14/18	88%	100%													
99	Prepare Plan Area and Basin Setting Chapter	Stetson	10,33FS-66 days	\$16,200.00	\$12,925.00	\$3,275.00	Thu 11/8/18	Fri 4/12/19	80%	80%													
100	Prepare Projects and Management Actions to Achieve Sustainability Goal Chapter	Stetson	85,94,50,44	\$50,000.00	\$22,577.00	\$27,423.00	Thu 4/4/19	Mon 6/3/19	45%	0%													
101	Prepare Sustainable Management Criteria Chapter	Stetson	47,50	\$30,000.00	\$7,500.00	\$22,500.00	Thu 4/4/19	Mon 6/3/19	25%	0%													
102	Plan Implementation			\$35,000.00	\$600.00	\$34,400.00	Fri 12/7/18	Fri 6/28/19	2%	43%													
103	Discussion and Recommendation of Plan Implementation	TAC/PAC		\$0.00	\$0.00	\$0.00	Fri 12/7/18	Thu 6/6/19		53%													

Project: POAM billing data as of 01/31/19
Date: Fri 3/15/19

Task		Rolled Up Milestone		Inactive Milestone		Start-only		Baseline	
Critical Task		Rolled Up Progress		Inactive Summary		Finish-only		Baseline Milestone	
Milestone		Split		Manual Task		External Tasks		Baseline Summary	
Summary		External Tasks		Duration-only		External Milestone		Progress	
Rolled Up Task		Project Summary		Manual Summary Rollup		Critical		Deadline	
Rolled Up Critical Task		Group By Summary		Manual Summary		Critical Split			

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
GROUNDWATER SUSTAINABILITY PLAN (GSP) DEVELOPMENT
POAM SCHEDULE - DRAFT (March 15, 2019)

ID	Task Name	Task Responsibility	Predecessors	Budgeted Cost	Actual Costs	Remaining Costs	Start	Finish	Budget % Use	% Complete	2017				2018				2019			
											Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
104	GSP Report Preparation: Prepare Plan Implementation Chapter	Stetson	103FS-23 days,50	\$35,000.00	\$600.00	\$34,400.00	Tue 5/7/19	Fri 6/28/19	2%	0%												
105	GSP Report Preparation: Prepare References and Technical Studies Chapter	Stetson		\$2,000.00	\$0.00	\$2,000.00	Mon 6/3/19	Fri 6/28/19	0%	0%												
106	GSP Report Preparation: Prepare Executive Summary Chapter	Stetson		\$900.00	\$0.00	\$900.00	Mon 6/3/19	Fri 6/28/19	0%	0%												
107	Task 4.7 GSP Report Preparation: Develop Draft and Final GSP	-		\$31,300.00	\$5,956.00	\$25,344.00	Fri 6/28/19	Mon 8/26/19	19%	0%												
108	Prepare Review Draft GSP Report	Stetson	9,100,101,104,105	\$31,300.00	\$5,956.00	\$25,344.00	Fri 6/28/19	Wed 7/31/19	19%	0%												
109	Submit Review Draft GSP Report to IWVGA Board, TAC, and PAC	Stetson	108	\$0.00	\$0.00	\$0.00	Thu 8/1/19	Thu 8/1/19		0%												
110	Review Draft Comment Period	IWVGA/TAC/PAC	109	\$0.00	\$0.00	\$0.00	Fri 8/2/19	Thu 8/15/19		0%												
111	Prepare Final Draft GSP Report	Stetson	110	\$0.00	\$0.00	\$0.00	Fri 8/16/19	Mon 8/26/19		0%												
112	Task 4.8 Public Hearing and Adoption of Plan	-		\$0.00	\$0.00	\$0.00	Mon 8/26/19	Mon 12/30/19		0%												
113	Submit 90-Day Notice of Public Hearing	IWVGA	111	\$0.00	\$0.00	\$0.00	Mon 8/26/19	Mon 8/26/19		0%												
114	Public Hearing	IWVGA	113FS+65 days	\$0.00	\$0.00	\$0.00	Mon 11/25/19	Mon 11/25/19		0%												
115	Prepare Final GSP Report (Incorporate Public Input)	Stetson	114	\$0.00	\$0.00	\$0.00	Tue 11/26/19	Wed 12/18/19		0%												
116	IWVGA Approval	IWVGA	115	\$0.00	\$0.00	\$0.00	Thu 12/19/19	Fri 12/27/19		0%												
117	Submit Final GSP to DWR		116	\$0.00	\$0.00	\$0.00	Mon 12/30/19	Mon 12/30/19		0%												
118	Task 5.0 SDAC Projects	-		\$646,000.00	\$33,101.00	\$612,899.00	Mon 10/9/17	Fri 12/27/19	5%	64%												
119	Water Conservation and Rebate Program	IWVGA/Stetson		\$206,000.00	\$15,118.00	\$190,882.00	Mon 10/9/17	Fri 12/27/19	7%	64%												
120	Water Audit, Leak Detection, and Leak Repair Program	IWVGA/Stetson		\$440,000.00	\$17,983.00	\$422,017.00	Mon 10/9/17	Fri 12/27/19	4%	64%												
121	Task 6.0 IWVGA Project Management and Administrative Tasks	-		\$416,766.00	\$268,389.71	\$148,376.29	Tue 8/1/17	Fri 12/27/19	64%	67%												
122	Consultant Management and GSP Development	IWVGA		\$24,500.00	\$15,750.00	\$8,750.00	Tue 8/1/17	Fri 12/27/19	64%	67%												
123	Financial Management	IWVGA		\$8,500.00	\$5,464.29	\$3,035.71	Tue 8/1/17	Fri 12/27/19	64%	67%												
124	Budget Development and Administration	IWVGA		\$12,500.00	\$8,035.71	\$4,464.29	Tue 8/1/17	Fri 12/27/19	64%	67%												
125	Schedule/Budget Management	Stetson		\$52,000.00	\$27,585.00	\$24,415.00	Tue 8/1/17	Fri 12/27/19	53%	67%												
126	General Project Management	Stetson		\$74,800.00	\$54,398.00	\$20,402.00	Tue 8/1/17	Fri 12/27/19	73%	67%												
127	Travel	IWVGA		\$6,000.00	\$3,857.14	\$2,142.86	Tue 8/1/17	Fri 12/27/19	64%	67%												
128	Insurance	IWVGA		\$15,000.00	\$9,642.86	\$5,357.14	Tue 8/1/17	Fri 12/27/19	64%	67%												
129	Conferences/Training	IWVGA		\$3,000.00	\$1,928.57	\$1,071.43	Tue 8/1/17	Fri 12/27/19	64%	67%												
130	Miscellaneous	IWVGA		\$10,000.00	\$6,428.57	\$3,571.43	Tue 8/1/17	Fri 12/27/19	64%	67%												
131	City of Ridgecrest Services	Ridgecrest		\$210,466.00	\$135,299.57	\$75,166.43	Tue 8/1/17	Fri 12/27/19	64%	67%												
132	Task 7.0 Legal Services	IWVGA		\$200,000.00	\$0.00	\$200,000.00	Tue 8/1/17	Fri 12/27/19	0%	67%												
133	Task 8.0 Stakeholder/Authority Coordination	-		\$289,250.00	\$305,544.29	(\$16,294.29)	Tue 8/1/17	Fri 12/27/19	106%	67%												
134	IWVGA/TAC/PAC Coordination	Stetson		\$144,250.00	\$248,740.00	(\$104,490.00)	Tue 8/1/17	Fri 12/27/19	172%	100%												
135	GSA Baord Meetings	IWVGA		\$42,000.00	\$27,000.00	\$15,000.00	Tue 8/1/17	Fri 12/27/19	64%	67%												
136	PAC/TAC Meetings	IWVGA		\$19,000.00	\$12,214.29	\$6,785.71	Tue 8/1/17	Fri 12/27/19	64%	67%												
137	Community Outreach	IWVGA		\$21,000.00	\$13,500.00	\$7,500.00	Tue 8/1/17	Fri 12/27/19	64%	67%												
138	Stakeholder Coordination	Stetson		\$63,000.00	\$4,090.00	\$58,910.00	Tue 8/1/17	Fri 12/27/19	6%	67%												
139	Task 9.0 Groundwater Pumping Fee Support	Stetson		\$121,500.00	\$125,884.00	(\$4,384.00)	Tue 8/1/17	Fri 12/27/19	104%	67%												

Project: POAM billing data as of 01/31/19
Date: Fri 3/15/19

Task		Rolled Up Milestone		Inactive Milestone		Start-only		Baseline	
Critical Task		Rolled Up Progress		Inactive Summary		Finish-only		Baseline Milestone	
Milestone		Split		Manual Task		External Tasks		Baseline Summary	
Summary		External Tasks		Duration-only		External Milestone		Progress	
Rolled Up Task		Project Summary		Manual Summary Rollup		Critical		Deadline	
Rolled Up Critical Task		Group By Summary		Manual Summary		Critical Split			

IWVGA Board Meeting March 21, 2019

► Prop 1 Status/Schedule

- Current Status: DWR reviewing Invoice/Progress Report submittal
 - Draft Prop 1 Invoice Package submitted to DWR for preliminary review on 01/11/19
 - Initial comments on submittal addressed and invoice package resubmitted
 - Preliminary second round comments provided on 02/22
 - DWR Prop 1 representative recommended we do not make any invoice revisions until the comments are clarified further internally at DWR

AGENDA ITEM 9b

1

IWVGA Board Meeting March 21, 2019

► Pumping Fee Status

- Registration Status (as of 03/14/19)
 - 49 registered accounts
 - 19 accounts not registered (believed to be non de-minimis based on criteria)
 - Registration forms sent to newly identified non-de minimis users (and potential non-de minimis users)
 - Aerial photographs of potential non-de minimis users cross referenced with existing well lists and registration lists. Organized by users previously contacted or potential new users.
 - Potentially more non de-minimis users will be identified through continued identification and registration efforts
 - Next steps could include field verification
- Total Payment Received to Date: ~\$211,000

AGENDA ITEM 9c

2

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: March 21, 2019

FROM: IWVGA Staff

SUBJECT: Agenda Item – Discussion and Approval of Capitol Core Agreement

DISCUSSION

Water importation has been discussed as one potential component of the comprehensive Groundwater Sustainability Plan being drafted for the Indian Wells Valley groundwater basin. On December 15th, Stetson Engineers, serving as the Water Resource Manager (WRM), issued a Request for Qualifications and Proposal for the consulting services of a water marketer to determine available water supplies and provide potential funding sources to support delivery infrastructure to the region.

Stetson received responses from Integrated Resource Management, Capitol Core Group/The Tatum Companies, Stratecon, and Mammoth Trading. Each of the four respondents provided the Board with a presentation of their qualifications and proposal at the January 17th Board meeting. After receiving the presentations, the Board directed Staff and the WRM to develop a committee to include the TAC and PAC chairs, staff, the WRM, and member(s) of the Board and to evaluate the consultants and present a recommendation to the Board. The committee was formed consisting of twelve members including two staff of the WRM, the three Staff general managers, the Board chair, and three members from both the PAC and TAC, including the committee chairs.

The ad hoc committee met via conference call February 12th to discuss the four presentations and through an evaluation system, rank each of the four. The committee agreed the proposal that best addressed the RFP/RFQ was submitted by the Capitol Core Group. To initiate discussion of a potential “agreement for services” with the Authority, the ad hoc committee was downsized to five; the WRM, Board chair, acting General Manager, PAC chair and TAC chair. The WRM developed a list of “principles” that would be included in an agreement and arranged for a meeting with Capitol Core the following day, February 13th, to discuss Capitol Core’s responses. At the February 21st meeting of the Groundwater Authority Board, Staff recommended the Board direct the General Manager and legal counsel to work with Capitol Core to prepare the draft Consultant Agreement for approval and execution at the March 21st meeting.

Following comments from Board members at the February 21st meeting, Capitol Core revised their Scope of Work and provided it along with revised budgetary figures to the WRM and General Manager for review and comment. Also provided for review was a Capitol Core Group Consulting Services Agreement. Comments were received and incorporated before further distribution to the ad hoc committee members and legal counsel, Jim Worth. All documents were reviewed and discussed during a March 12th conference call. The recommendation from legal counsel was to

use the existing Groundwater Authority Services Agreement (WRM) as a template, make necessary revisions and attach the Capitol Core Group proposal as an Exhibit to the Agreement. That process is complete and the proposed final documents are including in the Board packet for this meeting.

The Capitol Core Group has submitted a proposed budget with projected tasks and hourly rates totaling \$229,475. A second budget has been provided in the amount of \$11,800 for travel expenses associated with the IWVGA RFP bringing the total proposal cost to \$241,275.

The budget included in the June 21, 2018 memorandum from legal counsel Jim Worth and Staff outlining the basis for the groundwater extraction fee includes a reserve of \$227,268, \$161,500 in administrative costs, and \$210,466 in reimbursable costs. There may be opportunities to shift some of the projected administrative costs or delay reimbursable costs to cover the balance required. Admittedly, proceeding with the Agreement with the Capitol Core Group tightens the extraction fee budget leaving little room for contingencies. The monthly variability of the groundwater extraction fees collected along with the uncertain schedule for reimbursements from the Prop. 1 grant could potentially create cash flow issues for the Authority.

ACTION(S) REQUIRED BY THE BOARD

Under the Sustainable Groundwater Management Act (SGMA), Indian Wells Valley basin is to be managed under an approved Groundwater Sustainability Plan by January 31, 2020. Recognizing the availability and options for obtaining sources for importing water as one component of the plan will likely diminish with time, Staff is seeking approval from the Board to enter into an agreement with Capitol Core Group, Inc. for services to determine available water supplies and provide potential funding sources to support delivery infrastructure to the basin.



INDIAN WELLS
VALLEY
GROUNDWATER
AUTHORITY

INDIAN WELLS VALLEY GROUNDWATER
AUTHORITY

RFP RESPONSE FOR PROFESSIONAL
WATER SUPPLY PROCUREMENT SERVICES

Irvine, California
Washington, D.C.
March 12, 2019
www.capitolcore.com



CAPITOL
CORE
GROUP

Educate • Advocate • Win

March 7, 2019

Mr. Steve Johnson
Water Resources Manager, IWVGA
100 West California Avenue
Ridgecrest, CA 93555



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Updated RFP Response

Dear Mr. Johnson:

On behalf of the Capitol Core Group and the Tatum Companies, we are pleased to submit this updated response to the Authority's Professional Water Supply Procurement Services RFP. Our response highlights our capabilities and will provide a detailed outline of the steps to determine available water supplies and provide potential funding sources to support delivery infrastructure to the region. We believe that our combined experience and track record of both companies in water sourcing and federal and state government affairs will help the Authority to augment water supplies and support the goals of the ongoing Groundwater Sustainability Plan.

We appreciated the opportunity to present our proposal before the Board and receive feedback on direction regarding our Scope of Work. We received constructive feedback from the Board at its February 21st meeting, and have specifically tried to incorporate these items into this revision. In response to the specific feedback that we received from Inyo County's Board member, we have included updated sections on creating an "Initial Imported Water Technical Memo" that outlines the potential water supplies available as well as the potential different ways (along with their respective pros and cons) that Indian Wells may be able to deliver imported water. This is a high-priority task (outlined in Task 1B) and we will deliver a draft Technical Memo within 120 days of our Notice to Proceed should we move forward with the Authority.

Our partners Todd Tatum and Jeff Simonetti have over 30-years of combined experience in locating and transacting water resources in the State of California for a variety of public and private entities. To date, they have transferred over 1 million acre-feet of water to various clients in California. Also, Michael McKinney and Jeff also have worked with a variety of clients at both the federal and state level to provide government affairs services, including federal and state appropriations, grant writing and direct advocacy.

As the Managing Directors and Officers of Capitol Core Group and the Tatum Companies respectively, Michael McKinney and Todd Tatum will serve as the primary points of contact regarding this RFP and are authorized to provide this bid as well as encumber the corporation under contract. We look forward to working with you on this project should we be selected.

Sincerely,

Michael W. McKinney
Partner, Capitol Core Group

Jeff Simonetti
Senior Vice President,
Capitol Core Group

Todd Tatum
Co-Founder, Tatum
Companies



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SECTION 2: PROJECT TEAM

Capitol Core Group and the Tatum Companies will provide the services in this RFP. For ease of contracting and billing with one entity, Capitol Core Group will be the sole contractor for this project, and all personnel will work under Capitol Core Group. We will work closely as a team and distribute tasks per the scope of work outlined in Section 3. The contact information for the officers of both companies are:

Capitol Core Group

Michael W. McKinney, Founding Partner
200 Spectrum Center Drive
Irvine, California 92618
714.299.0053 – Direct
m.mckinney@capitolcore.com
www.capitolcore.com

Tatum Companies

Todd Tatum, Co-Founder
20258 Highway 18, Suite 430-504
Apple Valley, CA 92307
760.954.4839 – Direct
Todd.Tatum@amhousinggroup.com

ABOUT CAPITOL CORE GROUP

What We Do – Firm's Background

Capitol Core Group is a national combined services public relations and public affairs firm. Its principals and employees have over 70 years of combined experience in public policy, public relations, media relations, and political strategy. The company and its predecessor, MICA-PR, Inc., are one of the oldest Orange County public relations firms (formed 1983). Capitol Core Group is headquartered in Irvine, California with a satellite office in Washington D.C. The firm has three main practice areas:

Government Affairs

Public Relations

Political Strategy

The firm has 34-years' experience providing public relations and public affairs services to public agencies, private corporations, agencies, organizations and individuals throughout the general Southern California area.

ABOUT THE TATUM COMPANIES

In 1994, Mr. Tatum Co-Founded the Tatum Companies, a private consulting firm that specializes in Water Resource development. The company works with Water Districts, Cities and Municipalities that are seeking to enhance their water supplies. The Tatum Companies locates, secures and structures the most economical transfer and exchange agreements for these public entities. In the private sector, it has assisted the following firms in their water resource development projects: Western Water Company, PSOMAS &

Associates, Basin Water Technology, SAMDA, Azurix, Paramount Farming Company, Sun Cal Development and Glorious Land Company. To date, the firm has successfully transferred over 1,000,000 acre feet throughout California.

Project Responsibilities (specific details are outlined in the scope of work in Section 3)

For this project, the Tatum Companies will lead the work associated with securing and purchasing water as well as the associated transfer agreements with partner entities. Tatum Companies will also lead the advocacy efforts to meet with the Authority's selected transfer partner. Capitol Core Group staff will also assist in the transfer partner outreach effort. Capitol Core Group will take the lead on Federal and State advocacy as well as local community outreach efforts. Both companies will take part in meetings with IWVGA Board and staff as appropriate/necessary.



SECTION 3: PROJECT PERSONNEL AND SCOPE OF WORK

YOUR TEAM – KEY PROJECT PERSONNEL



Todd Tatum, Co-founder
Tatum Companies

In 1994, Mr. Tatum Co-Founded the Tatum Companies, a private consulting firm that specializes in Water Resource development. The company works with water districts, cities and municipalities that are seeking to enhance their water supplies. The company locates, secures and structures the most economical transfer and exchange agreements for these public entities. In the private sector, it has assisted the following firms in their water resource development projects: Western Water Company, PSOMAS & Associates, Basin Water Technology, SAMDA, Azurix, Paramount Farming Company, Sun Cal Development and Glorious Land Company. To date, over 1 million acre-feet of both permanent entitlement and “wet water” transfers have been completed through the firm.

Mr. Tatum has extensive experience in government, water development and policy, and real estate development. Mr. Tatum attended Apple Valley High School, Victor Valley College, and Harvard University. During and after attending Harvard University, Mr. Tatum devoted his professional career to politics and government. In 1989, Mr. Tatum joined his family’s real estate development company.

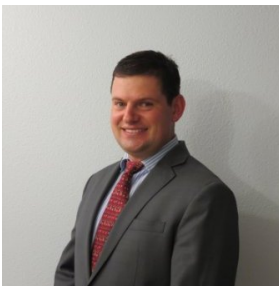
Mr. Tatum has worked in the real estate industry more than 25 years. During the late 1980s, Mr. Tatum was the Vice President of Operations for Narcissa Homes, a homebuilding company that built more than 3,000 homes in Southern California. In the 1990s, Mr. Tatum, co-founded Tatum Development Group, a homebuilding and development company that built more than 500 homes. Mr. Tatum was Vice President of Operations of Tatum Development Group. In 2001, Mr. Tatum co-founded American Housing Group, Inc., a private homebuilding company based in the High Desert of southern California. Mr. Tatum served as the company’s Vice President and Chief Financial Officer. Four years later, *Builder Magazine* named American Housing Group the fifth fastest-growing homebuilding company in the nation.

In addition to his business ventures, Todd has served on a number of public and private boards including the Mojave Desert Resource Conservation District, President of the Building Industry Association Baldy View Chapter and the 28th District Agricultural Association (San Bernardino County Fair Board).



Michael W. McKinney, Founding Partner
Capitol Core Group

Michael is a 25-year veteran of government relations, communications, and political strategy. He serves as the managing partner for Capitol Core Group and leads the State/Local Government Relations and Political Strategy teams. Throughout his career, he has helped candidates in Congressional, State House, and local races. He also serves as a strategist and consultant on various public affairs initiatives addressing a host of issues, including energy, land-use, environment, transportation, communications, and health care. McKinney has previous experience within the United States Congress as personal legislative staff for two (2) high-profile members as well as Appropriations Committee staff experience. Prior to Capitol Core Group, McKinney served as Chief of Staff to Mayor R. Carey Davis in San Bernardino, California (a strong mayoral form of government) and as Vice President External Affairs for the Lewis Group of Companies, one of the largest master-planned development, commercial and retail developers in the western United States. He holds a bachelor's degree in Political Science from the University of Southern California and a Master's in Public Administration & Policy from California Lutheran University.



Jeff Simonetti, Senior Vice President Public Affairs
Capitol Core Group

Jeff provides project management, business development, and policy/lobbying expertise to a variety of federal, state and local clients. During his tenure at Capitol Core, Jeff has among other projects helped two renewable energy companies to secure authorizing resolutions in cities across Southern California. Jeff previously served as a Water Policy Analyst and Blogger at Stratecon, Inc., a water consulting firm based out of Claremont, CA. Prior to joining Capitol Core Group, Jeff was a Vice President at the Kosmont Companies, a real estate and economic development consulting firm. At Kosmont, Jeff was the project lead for cities looking to implement financing strategies such as Enhanced Infrastructure Financing Districts (EIFDs) and other post-redevelopment funding mechanisms. Inland Empire clients included the Cities of La Verne, Fontana, Rialto and San Jacinto. He also was the project manager for the Economic Development element of the Fontana General Plan Update. Jeff gained significant state and local government affairs experience as the Government Affairs Director at the Building Industry Association (BIA) of Southern California's Baldy View Chapter. During his tenure at the BIA, he helped to found the annual San Bernardino County Water Conference, an event that gathers over 400 elected officials and business leaders in the region to discuss the pressing water policy issues that affect the community. Simonetti holds a bachelor's degree in political science from Claremont McKenna College and a Master of Business Administration from Boston University.



Leslie Garcia, Account Executive
Capitol Core Group

Leslie is Capitol Core Group's Account Executive, providing research, legislative analysis, and position development to clients. She also currently serves as Executive Director of California College Republicans. In that role, she helped form the "Rise CCR" slate of candidates which introduced structural, institutional and interconnection changes that doubled the Statewide CCR size.

Garcia doubled majored in Middle East Studies and Political Science at the University of California Santa Barbara. She was part of the advance team for the Ted Cruz Presidential campaign during the 2016 primaries. A native of Los Angeles County, and continues to be active, both professionally and personally, in political campaigns.

LET'S GET TO WORK – SCOPE OF WORK

Introduction and Project Priorities

In order for IWVGA to deliver imported water successfully, the Authority in our opinion will have to coordinate three concurrent priorities that will all need to be met:

Priority 1 - Potential Imported Water Supplies: Determine and secure an amount of imported water necessary to fulfill the basin's identified needs (subject to the outcome of the engineer's review during the SGMA process and the will of the Board)

Priority 2 – Transfer Agreements: Negotiate and secure the necessary transfer agreements with the various state and local agencies to deliver physical water to the region (**State:** Department of Water Resources (DWR), State Water Resources Control Board. **Local:** Determined transfer partnership agencies)

Priority 3 – Infrastructure Funding Sources: Identify and attempt to secure various potential funding sources in order to offset some of the infrastructure costs associated with delivering water to the region.

All three of these priorities will have to be met in order to deliver water to the Indian Wells Valley. The Authority for example could secure water supplies, but if it does not have an agreement with an identified transfer partner to deliver physical water to the region, the water supplies will not be useful. The Authority could also secure water supplies and transfer agreements but lack the necessary funding to build the delivery infrastructure. As such, all three of these items will be necessary conditions for eventual project success.

Considering the interconnected nature of the three outlined priorities, we have put together a detailed scope of work that highlights these aims to meet these goals and the steps to achieve them. Each subtask will also show who on our team will act as the lead for each segment (with the assumption that other staff may work on task as well, per the budget of hours outlined in Section 6). Specific tasks are as follows:

Task 1 – Determine and Secure a Source of Imported Water Supplies

Subtask A – Kickoff Meeting

Subtask Leads: Todd Tatum, Jeff Simonetti

Consultants will conduct a kickoff meeting with appropriate Authority staff and/or Board members to discuss potential water supply needs and the expectations of the Authority on water supplies. Specifically, we will look to determine the following:

1. How much water will the basin eventually need to purchase?
2. What options does the Authority have to deliver this water physically to the basin?
3. What are the pros and cons of these options?
4. Will the water deliveries be all at once, or over time? If so, over how long of a period of time will these purchases need to take place?
5. Is there a seasonality to these water deliveries? (e.g. more demand in the summer)
6. What is the timing as to when these purchases will commence?
7. Does the Authority envision making permanent water rights purchases? Long-term leases? A combination of both?
8. Is there an opportunity to “bank” water within the basin, or would purchased water likely be stored somewhere else?
9. Other questions from the Groundwater Board or staff?

The answers to these questions will help us to make informed decisions in the future tasks outlined in this scope of work.

Subtask B – Initial Imported Water Technical Memo

Subtask Leads: Todd Tatum, Jeff Simonetti

After we receive direction from staff/Board on water supply needs, we will conduct a preliminary market assessment of potential water supplies that the Authority may be interested in. Capitol Core has received initial feedback from the Board and stakeholders on what they would like to see in the initial assessment. In response to this feedback, the assessment will aim to answer four main questions:

1. What types of water supplies are available?
2. How much do these water supplies potentially cost?
3. What potential options does the Authority have physically to get this water to the basin?
4. How would Capitol Core outline and characterize the potential hurdles and challenges of delivering water from each potential option?

We will break this assessment up into two sections:

Section 1: Potential Water Supplies

The state of the water market in California is constantly changing and is subject to market forces such as hydrologic and weather conditions, regulatory and supply constraints, and increased demand from both agricultural and residential users across the state. The Tatum Companies is in regular contact with water suppliers across the state, and we have the

relational capital necessary to provide you with potential options to consider for future water purchases.

We will begin this task by setting up meetings with major water suppliers who we have worked with in the past and may have access to long-term water supplies for the Authority. These suppliers may include:

- State Water Project contractors
- Central Valley Project contractors
- Districts with access to pre-1914 water rights in California with the ability to wheel excess water
- Large farming operations/private organizations with excess water entitlement
- Organizations with banked water supplies across the state

We look for opportunities to purchase permanent supplies of water (e.g. transferable water rights) as well as lease opportunities of districts' excess supplies. In conjunction with these water purchases, the Authority may have to find a partner to bank excess water and potentially take advantage of "wet year purchases" in a hydrologic year where there is excess water supply. In addition to the established water banks, we will look for other partnerships across the state to bank water that may be more cost-effective than traditional water banks.

As these initial meetings take place, we will plan to meet with Authority staff as appropriate to inform them of the potential options for water purchases and banking. We will compile these options into a Water Supply Assessment document for staff and Board to review and give us comment and direction on prior to making purchases.

Section 2: Potential Delivery Methods for Imported Water

The Indian Wells Basin currently does not have access to imported water. To make imported water available, the Basin and Authority will have to partner with an agency that could deliver imported water supplies to the area (transfer partners). These potential transfer partners include the Antelope Valley East Kern Water Agency (AVEK) and the Los Angeles Department of Water and Power (LA DWP) which operates the Los Angeles Aqueduct. Each option has its pros and cons, and Capitol Core intends to provide an overview of the options the Authority could consider, present our findings and get feedback from them on the potential options. In this section, we will address:

1. What transfer partners can we identify that may be able to deliver water to the basin?
2. Generally, what infrastructure will be required to get water from each potential transfer partner? (We will work with Stetson Engineers on this section)
3. What are the pros and cons of working with each potential transfer partner?
4. What other organizations besides these will we have to work with to get water delivered?
5. What are the potential challenges that each option may face?

Capitol Core will present a summary of these items and present the findings to the Authority for feedback and discussion on a direction that the Authority supports. We will provide a draft of this Technical Memo within 120 days of our Notice to Proceed.

Subtask C – Meetings with Staff, Board to Discuss Water Supply Assessment

Subtask Leads: Todd Tatum, Jeff Simonetti

Consultant will meet regularly with staff and/or the Board to discuss the water supply options and seek feedback and direction on the type of options that the Authority would like to pursue. We envision two types of meetings that will take place. First, we will provide progress reports as appropriate to provide you an update of the meetings that we have arranged and the potential water supply/banking opportunities that may arise out of these meetings. Second, we will conduct a meeting with staff and Board to review the water supply assessment document and receive further direction on the types of purchases and banking opportunities that the Authority would like to pursue.

Subtask D – Community Outreach Meetings

Subtask Leads: Michael McKinney, Jeff Simonetti

The ultimate end users of the imported water will be the citizens, businesses and water users with in the Indian Wells Valley Basin. As such, we believe a vital component of this project is to keep them informed of the types of imported water purchases necessary to sustain the groundwater basin, and the steps the Authority will take to secure them. Consultant will host a series of community outreach meetings to discuss these points with the community. Community meetings will include outreach to:

- Citizens within the Authority's boundaries
- US Navy/China Lake Naval Weapons Air Station
- Agricultural Operations

Consultant will create the presentations and collateral materials as necessary for these meetings and seek approval of these materials from staff prior to the community outreach meetings. We will also staff and lead these meetings and provide after action reports discussing the outcome as appropriate.

Subtask E – Commence Water Purchases

Subtask Leads: Todd Tatum, Jeff Simonetti

Once the Board gives consultant approval to begin water purchases, we will assist in identifying specific on-market opportunities that fit into the Authority's needs. We will assist the Authority in determining market prices for the purchases, as well as assist them in the process of completing the transfer. Assistance may include*:

- Assisting with a lease agreement and/or a purchase and sale agreement
- Negotiating terms with the seller/lessor
- Assisting the law firm and/or environmental consultant to prepare documents if necessary
- Working with the Department of Water Resources and other applicable agencies to secure approvals for water transfers

*Note: Water transfers require attorneys and an environmental consultant to complete and/or review documents and may need an environmental impact report to complete the

transfer. Consultants do not practice law and cannot provide legal advice to the Authority in matters related to water transfers. Any legal and/or engineering assistance necessary to complete water transfers would be in addition to the rates listed in Section 6 (fee schedule) and would be subject to a separate agreement with selected vendor.

Task 2 – Negotiation of Transfer and Wheeling Agreements

Subtask A– Kickoff Meeting

Subtask Leads: Todd Tatum, Jeff Simonetti

In addition to the agreements necessary to purchase, lease or bank water, the Authority will have to create and negotiate two agreements with partners that we believe are critical to the success of this project. They are:

1. An agreement with the identified transfer partner for physical water deliveries (“wheeling agreement”)
2. Water resources that IWVGA purchases will likely come from other areas of the state, but water will be physically delivered from the transfer partner’s infrastructure. There will need to be an in-lieu agreement with the transfer partner for the Authority to provide them with imported water supplies from other areas of the state in exchange for like amounts of water delivered to IWVGA (“in-lieu agreement”).

Consultants will conduct a kickoff meeting to discuss how the governmental entity will be structured that will be making the water purchases and agreements necessary to import water into the basin. Some questions that will need to be answered at the beginning of this task are:

- a. What agency will be making the purchases? Signing the contracts?
- b. Since this entity will not be a State Water Project/Central Valley Project member agency, how will the Authority “fit in” to the water picture in California?
- c. Who are the possible main negotiating parties?
 - i. Potential Wheeling agencies (State Department of Water Resources, AVEK, LA DWP, US Bureau of Reclamation)
 - ii. Water sellers
 - iii. Banking partners
- d. What is the timing of these contracts?

Subtask B– Assist in Draft Wheeling Agreement for water from Transfer Partner

Subtask Leads: Todd Tatum, Jeff Simonetti

Consultants will assist Authority’s attorneys in drafting an agreement with the determined water transfer partner to provide physical deliveries of water to the Indian Wells Basin. We will assist the Authority in determining what potential legal/political challenges this agreement might face as well as the coordinate with engineering staff on the infrastructure necessary to build this project successfully. We will assist in incorporating these considerations into a document that will be used as the basis of negotiations with the transfer partner and other applicable agencies to potentially secure an agreement with them.

Subtask C– Assist in Draft in-lieu Agreement with Transfer Partner and Other Agencies

Subtask Leads: Todd Tatum, Jeff Simonetti

Imported water supplies for the IWVGA will likely come from sources in Northern California or the Central Valley. While the State Water Project’s California Aqueduct has a turnout that connects it directly to Indian Wells’ potential transfer partners, these turnouts are subject to pre-existing agreements and may not have the capacity to transfer the amount of water that the basin would need to deliver to meet its sustainability goals. As such, the Authority may have to complete an “in-lieu” agreement where the Authority would provide the identified transfer partner and/or other applicable agencies with imported water from Northern California in exchange for a like amount of water delivered to Indian Wells via other means.

Consultants will assist Authority’s attorneys in drafting an in-lieu agreement with the transfer partner (and/or other applicable agencies) for the Authority to provide the transfer partner with imported water supplies from other areas of the state in exchange for like amounts of water from the transfer partner via other means (potentially from infrastructure that the IWVGA builds to interconnect the area to imported water supplies). We will look to address the following issues and questions as we assist in drafting this agreement:

- A. How much water will be transferred to the transfer partner?
- B. What will the transfer partner want in compensation for this agreement?
- C. Where will this water be delivered? How?
- D. When will this water be delivered?
- E. When will the transfer partner give water to Indian Wells?

As with Subtask B, we will assist the Authority in determining what potential legal/political challenges this agreement might face as well as the coordinate with engineering staff on the infrastructure necessary to build this project successfully. We will assist in incorporating these considerations into a document that will be used as the basis of negotiations with the transfer partner and other applicable agencies to potentially secure an agreement with them.

Subtask D– Representation Before Transfer Partner and Other Applicable Agencies to Discuss Proposal

Subtask Leads: Todd Tatum, Michael McKinney

Consultants will represent the Authority before the transfer partner, the State Department of Water Resources and other applicable agencies to assist the Authority in securing agreements with these organizations. We will create collateral materials to assist in the negotiations process and advocate on behalf of the Authority before these applicable governing bodies.

Subtask E – Assist in Draft Transfer and/or Banking Agreements with Partner Agencies

Subtask Lead: Todd Tatum

Consultants will assist Authority's attorneys in drafting water transfer and/or banking agreements with partner agencies that will provide water supplies or banking space for the Authority's water purchases.

Task 3 – Identify and Secure Potential Funding Sources for IWVGA

Subtask A– Kickoff Meeting

Subtask Leads: Michael McKinney, Jeff Simonetti

Consultants will conduct a kickoff meeting to discuss the estimated amount of funding needed for infrastructure to deliver water effectively to the basin as well as the timing on the design build of the project. This initial kickoff meeting will attempt to answer:

- a. What is needed for infrastructure?
 - i. Pipelines
 - ii. Easements and Environmental Requirements
 - iii. Recharge Facilities
 - iv. New wells
- b. When is this infrastructure needed?
 - i. Timeline for project deliverables
 - ii. Potential design/build timeline
- c. How much is the infrastructure estimated to cost?
- d. Why is this infrastructure critical?

Subtask B– Potential Funding Sources Strategic Plan

Subtask Leads: Michael McKinney, Jeff Simonetti

In Subtask B, we will focus on creating a strategic plan to receive funding for the project. We will identify the potential sources of funding at the local, state and federal levels of government that may include:

- a. Federal government appropriations
 - i. US Navy/Department of Defense
 - ii. US Bureau of Reclamation
 - iii. Other federal appropriations
- b. State monies
 - i. Greenhouse Gas Emissions reduction fund?
 - ii. Further Prop. 1 grants?
 - iii. Other possible state appropriations/grants?

We will compile these potential funding sources into a strategic plan that will outline our proposed tasks to attempt to secure these potential revenues. We will then work with IWVGA staff to refine the strategic plan and provide them with a final version of the plan before we begin direct advocacy efforts.

Subtask C– Initial Washington D.C. and Sacramento due Diligence Efforts

Subtask Leads: Michael McKinney, Jeff Simonetti

In preparation for attempting to secure FY 19/20 funding sources, Capitol Core Group will begin active advocacy for the project in Sacramento and Washington, DC after project kickoff. We will create deliverables that discuss why infrastructure funding is so critical to the basin, its regional nature, the various stakeholders that it will assist, and the water sustainability goals it aims to achieve. Then we will meet with applicable representatives of the state and federal legislature as well as program representatives. These meetings may include:

- Local California Assembly and Senate delegation
- Applicable CA Legis. committees of jurisdiction (Appropriations, Natural Resources, etc.)
- Local California Congressional delegation
- Applicable Federal committees of jurisdiction (Appropriations, Natural Resources, etc. in the US House and Senate)
- Applicable California funding sources (California State Water Resources Control Board, Department of Water Resources)

We will also plan to meet with applicable senior Navy/Department of Defense staff to secure a letter of support for the project that we can submit with our briefings that explains the importance of reliable water supplies to the continued operation of the China Lake Naval Air Weapons Station.

Subtask D– Active Advocacy for Project Funding

Subtask Leads: Michael McKinney, Jeff Simonetti

The federal budgeting/appropriations process began in early 2019 and initial appropriations discussions will take place through the end of March 2019. Full Committee hearings and the ultimate floor vote will take place throughout the first three quarters of 2019. Our ability to secure project funding in the 19/20 budget cycle may depend on the timing of project commencement and its relation to the Federal budget cycle. There are direct opportunities to provide both Federal- and State-level funding for the project. Although “earmarks” are banned at the federal level, Capitol Core has the knowledge to increase overall budget opportunities and available grant funding needed. In addition, we have the relational capital with Members of the United States Congress and the California Legislature to increase the Authority’s relationships at both levels of government.

Should our initial efforts be successful in securing potential funding sources for the 19/20 fiscal year, we will continue direct advocacy to help ensure that the appropriation remains on track for budget inclusion. This effort will include meetings with Members of the United States Congress (House and Senate Appropriations), Members of the California Legislature (Assembly and Senate Appropriations), Members and staff of the appropriate committees of jurisdiction, and top-level executive meetings with the Administration, as needed to meet the Authority’s goals. We will provide the collateral and meeting materials necessary to deliver a crisp presentation to elected officials and staff. We will also assist Authority staff during this time to meet with applicable staff and/or commissioners of potential state-level funding sources such as GGRF or Prop. 1 monies (should we identify potential funding sources that would apply to the project). Should the Authority decide to pursue one of these funding

sources and need third-party grant writing assistance, that assistance shall be subject to a separate agreement.

Should an initial appropriation be successful in the FY 2019/20 budget cycle, we envision that we can pursue further funding opportunities in upcoming fiscal years as an ongoing appropriation to assist the project.

Subtask E– After Action Reports

Subtask Leads: Michael McKinney, Jeff Simonetti

After each trip or engagement with elected officials, consultants will provide the Authority an after action report that summarizes the meetings, items discussed and next steps for implementation.

Task 4 – Board and Staff Meetings

Capitol Core and Tatum Companies staff will participate in staff and Board meetings as mutually agreed to in order to present findings, and discuss strategies and next steps throughout the project assignment.



SECTION 4: REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK

References for Capitol Core Group

Chris Peterson

Vice President of Municipal Development
Energy Efficient Equity

Phone: 858.616.7500

Email: cpeterson@energyefficientequity.com

Jason Frye

Government Relations Director
Explore Information Services

Phone: 571.581.4588

Email: Jason.Frye@exploredata.com

Colin Bishopp

Executive Director
PACENation

Phone: 202.550.7570

Email: cbishopp@gmail.com

References for the Tatum Companies

Mark Orme

General Manager
Butte Water District

Phone: 530.682.8454

Email: morme@buttewater.net

Eric Averett

General Manager
Rosedale Rio Bravo Water Storage District

Phone: 661.589.6045

Email: eaverett@rrbwsd.com

David Pettijohn

Director of Water Resources
Los Angeles Department of Water and Power

Phone: 213.367.0899

Email: David.pettijohn@ladwp.com

Tatum Companies Work Experience

SELECTED WATER TRANSFERS EXPERIENCE

Glorious Land Company

Long Term Water Transfer



The Glorious Land Company (GLC-a Chinese-American Venture) needed a long-term water supply to develop several thousand acres in the Coachella Valley. The seller of the water was Rosedale Rio Bravo Water Storage District (RRB-A Kern County Water Agency member) The Coachella Valley Water District (CVWD) was the agency that took possession of the water to serve the proposed development.

The transfer of water took approvals from several agencies including Kern County Water Agency, Metropolitan Water District and the Department of Water Resources for the State of California. The final agreement was for 16,000-acre feet of RRB 'stored water' available for annual deliver for 30 years. The agreement allowed for CVWD to assume the role of purchaser should GLC cease the project. Today, RRB transfer the water to CVWD annually as GLC has decided against moving forward on their project.

Westlands Water District

One-Year Water Transfer



Westlands Water District (WWD- the buyer) needed a one-year supply of water for extensive in-district farming operations. Butte Water District (BWD-the seller) was able to provide WWD with 16,500-acre feet

of Central Valley Project water (CVP) to meet their needs. The Tatum Companies assisted both parties in the negotiation and agreement for the water sale and coordinated with various agencies to seek transfer approvals. This transfer took approvals from the Bureau of Reclamation (Federal oversight for the CVP) and the Department of Water Resources.

Coachella Valley Water District

Permanent Water Rights Transfer



The Tatum Companies represented the Coachella Valley Water District when it made a purchase of permanent State Water Project "Table A" water rights. The Coachella Valley Water District (CVWD-the buyer)

wanted to acquire an additional State Water Project (SWP) water supply to add to its existing portfolio of permanent entitlement of SWP water. The CVWD is in a unique position as a State Water Contractor that does not physically get its SWP water from the California Aqueduct. The CVWD has a long-standing agreement with the Metropolitan Water District (MWD) to receive water from the MWD Colorado River aqueduct while exchanging water to MWD on the SWP system. This permanent transfer took the approvals of the Department of Water Resources as well as MWD.

Other Water Transfers by the Tatum Companies:

Below is a list of Water Transfers that the Principals have completed over the past 25 years:

Agencies involved in Transfer- Type of Water- Amount of Water:

- Tulare Lake Basin WSD to Coachella Valley Water District- SWP Table A- 40,000 acf (Permanent Transfer)
- Tulare Irrigation District to City of Clovis- CVP Water - 2,000 acf/yr (multi-year)
- Kern Tulare WD & Rag Gulch Water District to City of Clovis- CVP Water- 1,500 acf/yr (multi-year)
- Lost Hills Water District to Bureau of Reclamation- SWP water- 10,000 acf
- Kern-Tulare Water District to Del Puerto Water District- CVP Water- 2,000 acf
- Santa Clara Valley Water District to Del Puerto Water District- CVP Water- 7,000 acf
- Santa Clara Valley Water District to San Benito County Water District- CVP Water- 500 acf
- Butte Water District to Westlands Water District- CVP Water- 16,500 acf
- Kern-Tulare Water District to San Luis Water District- CVP Water- 2,000 acf
- Kern-Tulare Water District to Kern County Water Agency- CVP Carryover Water- 2,000 acf
- Rosedale Rio Bravo Water Storage District to Del Puerto Water District- CVP Water- 15,000 acf
- Rosedale Rio Bravo Water Storage District to San Luis Water District- CVP Water- 8,000 acf
- Rosedale Rio Bravo Water Storage District to Glorious Land Company via Coachella Valley Water District- Stored Water- 16,000 acf (multi-year)
- Rosedale Rio Bravo Water Storage District to Coachella Valley Water District- Stored Water- 10,000 acf
- Kern Water Bank to Sun Cal Development (McAllister Ranch, Bakersfield)- 16,000 acf (Multi-year)
- AVEK Water District to Sun Cal Development (Ritter Ranch, Palmdale)- 16,000 acf (Multi-year)
- San Luis Water District to Santa Clara Valley Water District- SWP Table A -10,000 acf

- Del Puerto Water District to Santa Clara Valley Water District- SWP Table A- 5,000 acf
- South Fork of the Kern River Ranches to Kern Delta Water District- Pre-1914 water- 5,000 acf

Capitol Core Group Work Experience

Our Approach to Government Relations

Lobbying, when distilled, is simple but not easy. Capitol Core identifies the decision makers and aligns shared interest to advance our client's agenda. We have a record of success delivering wins for our clients, from securing appropriations, to amending and repealing statutes/regulations.

Defining an issue of public debate on your own terms is the key to moving public policy. When properly executed, constituents become the amplifier for your message and the vehicle for affecting policy, legislation, and broader public opinion on key issues. Because this style of advocacy promotes a point of view rather than a product or service, it requires a different approach to both creative development and integration with other strategic messaging (known as "Foundational Lobbying")

Our team taps into the triggers that motivate your audience through public opinion research and leverages these insights across a comprehensive media strategy. We provide comprehensive strategic planning, legislative goal setting, intergovernmental liaison and political analyses. When clients want to make lasting impact on public policy issues and proposed legislation, we draw from a seasoned and skilled team of lobbying professionals able to open doors in all branches of government.

Our government relations practice is unique in that we work at all levels of Government:

- Federal – United States Congress, Executive Branch, and Agencies
- State – California, Texas, Ohio, Minnesota, North Carolina, American Legislative Exchange Council, National Convention of State Legislators, RGA, RLSC,
- Local – Southern California



Our Clients

We have been fortunate to recently work on behalf of the finest clients, including (* Denotes a current client):

Public Agencies:

- Ontario International Airport Authority *
- Tulare Regional Medical Center
- Hi-Desert Water District
- Colorado River Indian Tribes
- City of San Bernardino (Office of the Mayor)
- City of Fontana
- City of La Verne
- City of Rialto
- City of San Jacinto
- City of West Covina

Associations:

- American Board for Certification of Teacher Excellence *
- Conservative Energy Network *
- Rainey Center for Public Affairs *
- Building Industry Association of Southern California
- San Bernardino Residents for Responsible Representation
- Quality of Life Coalition

Private Entities:

- Foremost Companies *
- Renew Financial *
- Energy Efficient Equity *
- Ygrene Energy Fund
- Explore Information Services *
- Baldwin & Sons *
- San Roman/Sterling OC
- Banc Certified Merchant Services
- Dowling for Congress
- Rodriguez for Yorba Linda *
- Negrete for Victorville *
- Hogan Lovells
- Alert Plus, LLC
- Raven Energies, LLC
- Shalabh Kumar
- Lancashire Partners
- Intellergy
- VAPCo
- Lewis Operating Corp.

Our Work – Capitol Core Group Case Studies

Mill Creek Wetland

(Stakeholder Outreach, Community Outreach, Direct Advocacy)



The Mill Creek Wetlands is first Regional Storm Water Treatment System in the Inland Empire currently treating over 77 square miles of several cities in San Bernardino County including Rancho Cucamonga, Upland, Montclair, Ontario, and Chino. Located in the City of Chino in the Prado Basin, with the City of Ontario as lead agency, the project represents the culmination of almost a decade of developing public and private partnerships.

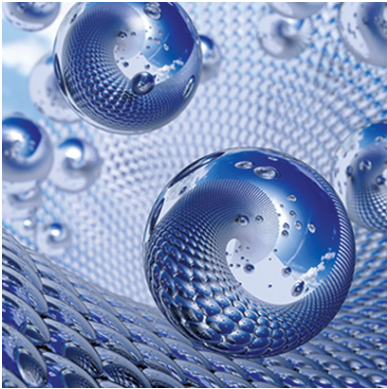
With over 52 acres of wetlands, the project provides over 23 acres of open waters, 2.5 miles of recreation trails, additional storm water storage capacity for the Prado Basin, and includes the creation of over 20 acres of California native habitat for over 300 species in the Prado Basin including endangered species such as the Least Bells Vireo.

During the project's implementation phase, Mike developed a comprehensive federal government relations program that included direct project advocacy before the United States Congress and U.S. Army Corps of Engineers. He represented stakeholder interests before the U.S. Congress and U.S. Army Corps of Engineers and successfully sought amendments within the Energy and Water Development Act in support of federal funding for the project. He also successfully worked with the Office of Management and Budget to amend/increase the U.S. Army Corps of Engineers' budget in support of the Mill Creek Wetlands project (multi-year programmatic funding). Finally, Mike provided strategic messaging to stakeholder lobbyists and developed a coalition of affected agencies.

As a result of Mike's advocacy, he was able to secure approximately \$7.5 million of funding/grants for the project and build a successful project while coordinating with a variety of Federal, State and local agencies. The project owes its success to forming lasting relationships with Congressional Leaders, State Assembly Leaders, the County Board of Supervisors, Local City Councils, and several key Local and Regional Agency Executive Leaders. The private partnerships range from environmental groups to private land owners and educational institutions. Today, the Mill Creek Wetlands stands as leading example of developing and forging long-term partnerships under a single vision.

Lancashire Partners

(Government Relations, Strategic Communications, Direct Advocacy)



For new companies with emerging technologies, gaining needed regulatory approvals is daunting. For a company with a new antimicrobial technology and who is attempting to complete a “B- Round” capital raise - facing the possibility of multiple regulatory approvals, just to bring the product to the U.S. market, the process seemed like standing at the base of the Himalayas for a vertical climb with only one rope. EPA-registration requirements, multiple FDA applications, and the USDA approval were just a few of the hurdles. Internal cost estimates placed EPA- registration at \$2M alone with a process that spanned well over one year. A clear regulatory process was not outlined by the Agency, and at one point two federal Agencies indicated the other had jurisdiction over the approval process. For investors, regulatory uncertainty brings higher-risk and longer return-on-investment horizons.

Capitol Core's role was to define a regulatory process that brought clarity, to streamline areas of that process in order to reduce costs, to organize a timeline that cut ROI-horizons, and raise market-awareness among policy makers as well as industry clients. Further, it was our goal to bring clarity to Lancashire's senior management on which regulatory approval would allow for quicker market access, thus allowing for better business decisions. At the core of our strategy was an integrated approach: well-defined issues for a product with multiple uses to span several federal Agencies without causing confusion. Capitol Core brought an “all-hands-on-deck” methodology which used an integrated approach of the practice areas within the firm and brought consistency to our message.

Our first priority was to work with our federal bureaucracy to increase understanding and define a process (or processes) that made sense for Lancashire Partners. Several secondary approvals required EPA- registration of the material under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) to prove efficacy and environmental issues. For regulators, approval of a new technology with multiple uses is confusing. Capitol Core took a direct advocacy approach working with regulators to increase understanding of the product and materials used to produce the product well before the client would submit an application for registration. We needed regulators to understand the product in order to point us toward the right approval process. Within 40- days, Capitol Core successfully met with regulators, defined a clear regulatory approval process for specific uses of the product, and streamlined needed approvals to reduce timeframes as well as overall costs. Original estimates showed a 14-month process and regulatory costs over \$2M. Our efforts reduced that timeframe to 8-months and below \$500,000 for EPA-registration. Further, it allowed the company to move to obtain other regulatory approval – particularly FDA New Drug Application – on an accelerated timeline.

Hi-Desert Water District (public education campaign)



In 2014, Capitol Core Group was asked to undertake a public education campaign for the Hi Desert Water District's \$245 Million sewer project. This included a support campaign for a \$386/year parcel tax to pay for the project. Two (2) previous campaigns had failed and

continued nitrate pollution of the region's water supply (from septic-based sewer systems) was endangering the population as well as creating the potential of large fines from the State Department of Water Resources. In this issue-based campaign we segmented our population – male and female as well as by Hispanic and non-Hispanic – creating separate messages for each segment, targeting those segments via digital and media mediums. Instead of educating the population on what the sewer system was and how much it would cost, we focused on educating the public on the dangers of nitrate poisoning within the water supply and why the State Department of Water Resources would be imposing the fines to pay for groundwater clean-up. Our segmented messaging to males was simple – “Don't pay the fine – Get on the [Sewer] Line,” while our messaging to females and young (mostly Hispanic) families was “Protect our Future – Protect our [Property] Value.” Our campaign was made up of direct mail, digital, earned media, and paid media. It netted 72.1% of the vote in favor of the parcel tax, allowing the Hi-Desert Water District to construct its \$245M sewer project. The full case-study can be found [here](#).

Ontario International Airport Authority (Stakeholder Outreach, Community Outreach, Direct Advocacy)



In November 2016, the Ontario International Airport Authority purchased and regained local control of the Ontario International Airport from Los Angeles World Airports (LAWA) which owned and operated the facility since 1967. Transfer of operational control of a major

international airport had not occurred in the United States for many years.

The effort required reapplication of all federal security contracts including the Department of Homeland Security's Transportation Security Administration and Customs Border Protection, a rigorous and detailed process. The Authority tasked Capitol Core Group with securing letters of support from Governor Jerry Brown and the entire local delegation of Assembly and Senate Members (a mandatory component of the application) within a 30-day deadline. Without these letters, the Airport was at risk of losing its authority to collect fees to reimburse the US Customs and Border Protection Agency, potentially costing the Authority more than \$4.5 million annually.

Capitol Core Group worked tirelessly to ultimately deliver letters from the six Senators and Assembly members as well as our local Congresswoman and Governor Jerry Brown's office within the 30-day window. During that time, the Governor's office required us to undergo a rigorous review of our request from the California State Transportation Administration (CalSTA), the Governor's office of Business and Economic Development (GoBIZ), the

California Chamber of Commerce, the City of Los Angeles, as well as the US Department of Transportation and both of California's US Senators. Despite the long review, we were able to comply with all the requests for information and secure the letters in support of a successful US Customs and Border Protection application.



SECTION 5: ADDITIONAL DOCUMENTS REQUIRED

STATEMENT OF FIRM FINANCIAL SOUNDNESS

On behalf of Capitol Core Group (Michael McKinney, officer) and the Tatum Companies (Todd Tatum, officer) we affirm that our companies are financially sound and have the resources to successfully execute the contract.

SECTION 6: FEE SCHEDULE

This section will outline the main components of the fee schedule for the proposal. A detailed breakdown of hours and costs are included as an attachment in Exhibit A. The period of this contract will be from one calendar year after contract execution. As there is a possibility that the successful full completion of water purchases and fully funding the infrastructure requirements could take multiple years to complete, we respectfully request that the Authority review its needs for 2020 at the end of the calendar year and provide the Capitol Core/Tatum Companies team to continue to work on this project for a further calendar year (subject to a separate agreement approved by the IWVGA Board and satisfactory execution of the 2019 contract).

HOURLY BUDGET OVERVIEW

Our proposal's hourly budget overview by task is as follows:

Task 1: Determine and Secure Water Supplies - \$61,600*

Task 2: Negotiation of Transfer and Wheeling Agreements - \$62,900

Task 3: Determine and Secure Funding Sources - \$99,275

Task 4: Board and Staff Meetings - \$5,700

Grand Total for Hourly Budget: \$229,475

***Note:** As highlighted in Exhibit A, Task 1E (actual water purchases) will be billed at a separate rate, due upon successful completion of a transfer. For leased water (e.g. non-permanent water transfers), we request a flat success fee of \$10 per acre foot (regardless of the cost of water) payable at the time of delivery either to the Basin or a water bank. For permanent transfers (e.g. water rights purchases), these are considered real property and cannot legally be compensated through a consulting agreement. These agreements will be subject to a separate, mutually-agreed to proposal.

HOURLY BUDGET OVERVIEW

For a detailed breakdown of expenses, please see Exhibit B entitled "Expense Budget for IWVGA RFP." We assume expenses for the following travel/reimbursable that are necessary to complete the assignment:

- **Advocacy trips to Washington, D.C.** - assumed at an average cost of \$350 per round trip flight and the 2019 General Services Administration Washington, D.C. per diem rates of \$251 per day per person.

- **Advocacy trips to Sacramento** - assumed at an average cost of \$200 per round trip flight and the 2019 General Services Administration Sacramento per diem rates of \$135 per day per person.
- **Mileage Reimbursement for Board Meetings** – assumed at 200 miles round trip to Ridgecrest and at the General Services Administration 2019 mileage reimbursement rate of 58 cents per mile

The grand total estimated reimbursable expenses for this project is \$11,800.00.

Exhibit B - Hourly Budget for IWVGA RFP**Task 1: Determine and Secure Water Supplies**

Subtask	Partner Hours	SVP Hours	AE Hours	Total Cost
A) Kickoff Meeting	8	4	0	\$2,900
B) Initial Imported Water Technical Memo	85	95	10	\$44,125
C) Implementation Meetings with Staff	10	15	10	\$7,375
D) Community/Outreach Meetings	12	12	10	\$7,200
E) Water Purchases	See Note in Fee Schedule, billed at separate rate			
Subtotal Task 1	115	126	30	\$61,600

Task 2: Negotiation of Transfer and Wheeling Agreements

Subtask	Partner Hours	SVP Hours	AE Hours	Total Cost
A) Kickoff Meeting	8	4	0	\$2,900
B) Assist Draft Wheeling Agreement	30	30	0	\$14,250
C) Assist Draft Water In-lieu Agreement	30	30	0	\$14,250
D) Representation before Transfer Partners	60	60	20	\$31,500
E) Assistance in Drafting Transfer/Banking Agmts.	Included in Fee for Task 1E			
Subtotal Task 2	128	124	20	\$62,900

Task 3: Determine and Secure Funding Sources

Subtask	Partner Hours	SVP Hours	AE Hours	Total Cost
A) Kickoff Meeting	8	4	0	\$2,900
B) Funding Sources Strategic Plan	10	10	5	\$5,500
C) Initial DC and Sacramento due Diligence Mtgs.	30	30	0	\$14,250
D) Active Lobbying (assumes project go-ahead)	140	140	20	\$69,500
E) After Action Reports	9	15	10	\$7,125
Subtotal Task 3	197	199	35	\$99,275

Task 4: Board and Staff Meetings

Subtask	Partner Hours	SVP Hours	AE Hours	Total Cost
Board and Staff Meetings	12	12	0	\$5,700
Subtotal Task 4	12	12	0	\$5,700

Summary of Tasks

Task	Partner Hours	SVP Hours	AE Hours	Total Cost
Task 1	115	126	30	\$61,600
Task 2	128	124	20	\$62,900
Task 3	197	199	35	\$99,275
Task 4	12	12	0	\$5,700
Grand Total	452	461	85	\$229,475

Employee	Hourly Rate
Partner	\$250
Senior VP	\$225
Account Exec	\$150

Exhibit C - Expense Budget for IWVGA RFP**DC Projected Expenses**

First Trip (2 People)	Unit Cost	Number of Units	Total Cost
2 Tickets	\$350	2	\$700
2 Per Diems (3 Days Each)	\$251	6	\$1,506
Grand Total			\$2,206

Remainig Per Person Trips

	Unit Cost	Number of Units	Total Cost
1 Ticket	\$350	1	\$350
1 per diem (3 days)	\$251	3	\$753
Per Trip Total			\$1,103

DC Expense Summary

First Trip	\$2,206
6 Total Remaining Trips	\$6,618
Grand Total DC	\$8,824

Sacramento Projected Expenses

First Trip (2 People)	Unit Cost	Number of Units	Total Cost
2 Tickets	\$200.00	2	\$400
2 Per Diems (2 Days Each)	\$135.00	4	\$540
Grand Total			\$940

Remainig Per Person Trips

	Unit Cost	Number of Units	Total Cost
1 Ticket	\$200	\$1	\$200
1 per diem (1 Day)	\$135	\$1	\$135
Per Trip Total			\$335

Sacramento Expense Summary

First Trip	\$940
4 Total Remaining Trips	\$1,340
Grand Total Sacramento	\$2,280

Board Meeting Mileage

Per Meeting	\$0.58	200	\$116
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Expense Summary

Place	Cost
DC Total	\$8,824
Sacramento Total	\$2,280
6 Board Meetings	\$696
Grand Total	\$11,800

**INDIAN WELLS VALLEY GROUNDWATER
AUTHORITY AGREEMENT NO. 01-19**

**CONSULTANT'S SERVICES
AGREEMENT
WATER SUPPLY PROCUREMENT
AND GOVERNMENT AFFAIRS**

As of March 21, 2019 ("Effective Date"), the **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY** ("Authority," and/or "Client"), and **CAPITOL CORE GROUP, INC.** ("Consultant"), agree as follows:

RECITALS

WHEREAS, the Authority is in need of a consultant with the appropriate technical background, expertise, and experience to provide water procurement and government affairs services to support the Authority's goal of completing a Groundwater Sustainability Plan ("GSP") for the Indian Wells Valley Groundwater Basin ("Basin").

WHEREAS, the Consultant is a professional firm that has a staff with some of the most experienced water procurement and federal, state and local government affairs professionals in Southern California.

WHEREAS, the Consultant's senior staff members for this project combined have more than 50 years of professional water procurement and government affairs experience, and the Consultant has and continues to provide these services to a variety of clients across California and the United States.

WHEREAS, after a detailed process, the Authority has determined that the Consultant is exceptionally well qualified to deliver the services needed by the Authority in a cost-efficient manner.

WHEREAS, the Authority now desires to engage the services of Consultant, and the Consultant agrees to provide such services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, Authority and Consultant agree as follows:

AGREEMENT

I. INCORPORATION OF RECITALS

The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

II. SERVICES TO BE PERFORMED

Consultant hereby contracts to be the Authority's Water Procurement and Government Affairs Consultant. Consultant hereby agrees to provide consulting services as fully set forth in the proposal entitled "RFP Response for Professional Water Supply Procurement Services" attached as Exhibit A and incorporated herein. Consultant will also provide a Monthly Overview Report to the General Manager and Water Resources Manager on progress to date for each task. Reports will be provided to staff at a mutually agreed-to time each month that will allow sufficient time for PAC/TAC review. For the consideration hereinafter stipulated, Consultant hereby accepts such contract under the hereinafter set forth terms and conditions.

III. TERM PERIOD

Unless otherwise terminated as provided herein, this Agreement shall continue in effect for the period of one year after the effective date of this Agreement. The parties reserve the right to extend this Agreement upon mutually agreeable terms.

IV. COMPENSATION

Consulting Services: The Consultant shall be compensated for the services provided to the Client pursuant to the terms and conditions contained within Exhibit A. Payment of Consultant's fees, and expenses if applicable, will be billed on a monthly time, materials and expense basis during the project term pursuant to Exhibit A. Capitol Core will provide an invoice and accounting of hours for the period billed against the not-to-exceed amounts enumerated in the "Hourly Budget" attached as Exhibit B and incorporated herein. Hourly budget shall not exceed the amounts specified in Exhibit B without express written consent of Client. Capitol Core reserves the right to move budgeted amounts between tasks provided that the total contract amount does not exceed the budgeted amounts specified in Exhibit B, subject to written approval of the Authority's General Manager. In the alternative, the Authority and Consultant may agree to a written Task Order for certain work-proposals and items, in which case compensation shall be set forth in the written Task Order.

Expenses: As specified in the attached Exhibit C, "Expense Budget," the Consultant will be reimbursed for reasonable and necessary expenses incurred by the Consultant in connection with the provision of services pursuant to the Scope of Work contained in Exhibit A. Expenses shall generally mean, but not be limited to, any and all travel-related costs outside 50 miles of the Consultant's primary place of business (Irvine, California), accommodations (e.g., hotel), meals, or other per diem costs incurred. Expenses shall not exceed the amounts specified in Exhibit C without express written consent of Client. Capitol Core reserves the right to move budgeted expenses between tasks provided that the total contract amount does not exceed the budgeted amounts specified in Exhibit B, subject to written approval of the Authority's General Manager.

Consultant shall not be compensated for any services, nor reimbursed for any expenses in excess of those authorized by this Agreement, or any Task Order, without prior written approval by Authority. If contingencies arise during the performance of work which requires services outside the scope of the project, Authority may authorize, in writing, the work to be performed. Payment

for such approved contingencies will be made as agreed upon by the parties. **Additional work performed without written authorization will not be approved for payment.**

Consultant shall submit monthly invoices for services rendered under this Agreement to:

**Indian Wells Valley Groundwater Authority
500 W. Ridgecrest Blvd.
Ridgecrest, California 93556**

Invoices **MUST** identify the Agreement Number, Account Number, and Project Name (Title) as shown herein. Any invoice received without proper identification will be returned to Consultant. Approved invoices will be paid within thirty (30) days after receipt.

V. DATA AND SERVICES FURNISHED BY AUTHORITY

Authority shall provide Consultant with reasonably available information pertinent to the tasks to be performed by Consultant, and Consultant shall be entitled to use and rely upon all such information. Consultant shall apply reasonable caution in the interpretation and uses of Authority furnished data and promptly advise Authority of any actual or perceived errors.

VI. PREVAILING WAGES

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 81 Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant and/or Consultant's subcontractors shall pay prevailing wages to all employees legally entitled to such payment.

If this project is subject to Federal funding, Consultant shall comply with the Davis- Bacon Act, as identified in the applicable Davis-Bacon Prevailing Wage. Payment of State prevailing wage rates, when higher, is required whenever Federally funded or assisted projects are controlled or carried out by California awarding bodies. Consultant shall submit U.S. Department of Labor WH-347 Davis-Bacon Certified Payroll Form and be prepared to submit additional labor compliance forms and reports, upon request. Authority shall notify Consultant as soon as is reasonable and practical if this project is subject to federal funding.

VII. STATUS OF CONSULTANT

Consultant shall perform the services provided for herein in Consultant's own way as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of Authority. Consultant shall be under the control of Authority only as to the result to be accomplished. Neither Consultant nor any of its employees or agents shall have any claim under this Agreement or otherwise against Authority for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment insurance benefits, or other employee benefits of any kind. Consultant is liable for all applicable Social

Security, Federal, and State taxes required on payments made by Authority. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Consultant or any of its respective employees or agents, the parties hereby agree that both Consultant and Authority shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

VIII. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the policies of insurance required hereunder, nor shall it allow any subcontractor to commence work until the policies of insurance required of the subcontractor have been obtained. Consultant shall verify and confirm proper coverage to Authority standards of the subcontractors.

Consultant shall, during the life of this Agreement, notify Authority in writing of any incident, either under its jurisdiction, or any of its subcontractors, giving rise to any potential Bodily Injury or Property Damage claim and resultant settlements, whether in conjunction with this or other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

The Consultant and each of its subcontractors shall take out and maintain the following policies of "occurrence form" (where applicable) type insurance, with coverage and carriers acceptable to the Authority, at its sole cost and expense at all times during the life of this Agreement, including the entire time of the Consultant's guarantee. The Authority may request certificates of insurance from Consultant or its subcontractors to verify proper coverage and additional named insured requirements. Such requests shall be responded to within a reasonable time frame (48 -72 Hrs.):

- A. Workers' Compensation Insurance.** Consultant shall cover employees as required by Labor Code Section 3600, and Consultant shall require subcontractors similarly to provide such Workers' Compensation insurance for subcontractors' employees. Such policy shall contain an endorsement which waives rights of subrogation against the Authority as designated in the policy of Worker's Compensation Insurance. Self-insured programs or PED programs are generally not acceptable to the Authority and must be approved by the Authority in advance.
- B. Commercial Liability Insurance.** The Consultant shall procure and maintain Commercial General Liability Insurance in amounts not less than the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

The policy is to be endorsed for the aggregate limit to apply to this Agreement. Where Excess liability insurance is used in connection with primary liability insurance, the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

- C. **Automobile Liability Insurance.** The Consultant shall procure and maintain Commercial Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 Combined Single Limit (BI/PD)

\$1,000,000 Combined Single Limit Uninsured/Underinsured Liability

Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

- D. **Professional Liability Insurance.** Consultant shall procure and maintain Professional Liability Insurance in amounts not less than the following:

\$1,000,000 per Claim and Annual Aggregate

- E. **General Insurance Requirements.** Each such policy of insurance shall:

1. Be produced by agent/brokers who are licensed to transact insurance business in the State of California;
2. Be issued by insurance carriers which are:
 - i. Licensed by the State of California to write business in this state; and
 - ii. Rated no less than "A-, Class VIII" or better by the A.M. Best Consultant.
3. Any insurance carrier which is strategically affiliated with a parent insurance consultant or insurance group must disclose the name of the parent consultant or group in any certificate of insurance documentation provided to the Authority;
4. Name and list the Authority as "Additional Insured," by an endorsement executed by the insurance carrier (this requirement does not apply to Professional Liability or Workers' Compensation Insurance); such endorsement shall be ISO form GC2010 (11/85ed) or its equivalent. Any equivalent shall include the CG 2037- completed operations in favor of the Authority;
5. Specify that it acts as primary insurance and that no insurance held or owned by the additional insured shall be called upon to cover a loss under said policy;

6. Not be canceled until thirty (30) days after receipt by the Authority of a written notice of such cancellation as evidenced by receipt of a mailed letter;
7. Show evidence of renewal of an expiring policy once the insurance has been approved by the Authority. Prior approval must be obtained if the coverage or limits of the policy or the carrier has changed.

IX. HOLD HARMLESS AND INDEMNIFICATION

Consultant shall hold, and defend with counsel of Authority's choice, the Authority, its agents, officers, employees, and volunteers free and harmless from any and all claims, liabilities, penalties, fines, or any damage to property, whether real or personal, including attorney fees and court costs, arising from any negligent act or omission to act by Consultant, its officers, agents, and employees caused by, or resulting from, or claimed to have been caused by Consultant.

Notwithstanding the foregoing, in the event the subject action alleges negligence on the part of the Authority, or any third party not under contract with Consultant, Consultant's obligations regarding Authority's defense under this paragraph include only the reimbursement of Authority's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, or consequential damages to Authority or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

X. STANDARD OF CARE

Consultant's services shall be performed in accordance with generally accepted professional practices 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. Services shall be performed to Authority's reasonable satisfaction.

XI. ASSIGNMENT

Authority has entered into this Agreement to receive professional services from Consultant. Consultant shall not sell, assign, or transfer Consultant's rights or obligations under this Agreement without Authority's prior written consent, which consent may be withheld in the Authority's sole discretion. Consultant may make use of the part-time assistance of other experts possessing unique skills, the utilization of which will, in the opinion of Consultant, enhance the quality of service to Authority.

XII. SAFETY

Consultant will ensure that employees, and the employees of subcontractors, are notified of and observe and abide by safety regulations and laws. Consultant shall immediately notify Authority of damage to property and/or injury to, or death of persons, which occurs in connection with, or is related to the project. Consultant shall furnish Authority a written report of such damage or injury within three (3) working days.

XIII. TERMINATION

Authority may terminate this Agreement, in whole or in part, with or without cause, upon fourteen (14) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event Authority renders such written notice to Consultant, Consultant shall be entitled to compensation for services rendered prior to the effective date of the notice and further services set forth in the notice. Authority shall be entitled to reimbursement for compensation paid in excess of services rendered. Consultant waives claims for damages that might arise from Authority's termination of this Agreement. Consultant shall deliver to the Authority and transfer title (if necessary) to all completed work and work in progress, including drafts, documents, plans, forms, maps, products, graphics, computer programs, and reports.

XIV. CONSULTANT RESPONSIBILITIES

A. EMPLOYEES:

1. Client acknowledges that project principals are Todd Tatum, Jeff Simonetti and Michael McKinney. Consultant shall not change project principals without notification to Client and Client's written consent. Consultant may change other staff working on the project by submitting the new staff member's qualifications in written form to the Client. Client shall have five (5) business days to disapprove of the new staff member. If Client approves of the new staff member or does not give written disapproval within five business days, then that staff member shall be authorized to work on the project at the time of approval or at the end of the five business days without Client disapproval, whichever comes first.
2. Background/Security: Consultant warrants that all personnel engaged in the performance of this work are legal employees of the Consultant and possess sufficient experience.
3. Health: All personnel shall be in good health and free of contagious diseases. Consultant shall not allow any persons(s) under the influence of alcohol or drugs on Authority's property. Neither shall the Consultant allow the use of presence of alcohol or drugs on Authority's property.

4. Conduct: Any employee or subcontractor or Consultant performing work on Authority property while under the influence of alcohol or drugs or whose conduct interferes with proper performance of the work or with Authority's operations shall be immediately removed from the work site and not permitted at the worksite thereafter.
 5. Supervision: Consultant shall provide a supervisor or foreman who shall be present at all times during contract operations and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
 6. Training: Consultant shall have an ongoing training program for its entire staff. Consultant shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training.
 7. Gifts and Gratuities: Consultant shall establish precautions to prevent its employees or agents from making, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the Authority.
- B. CONFLICT OF INTEREST: Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the Authority. Consultant shall make a reasonable effort to prevent employees, Consultant, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family business or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event the Authority determines a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the Authority, and such conflict may constitute grounds for termination of this Agreement. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

XV. MISCELLEANOUS:

- A. To the extent the terms and conditions contained herein are inconsistent with the terms and conditions contained in Consultant's proposal, the terms and conditions in this Agreement shall govern.
- B. There are no understandings or agreements except as herein expressly stated.

- C. If a provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.
- D. As applicable, Consultant shall not be suspended or debarred pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- E. Original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings, and other work product (collectively "Work Product") of Consultant produced by Consultant, except documents which are required to be filed with public agencies, shall be deemed solely the property of Authority. Consultant will take such steps as are necessary to perfect or protect the ownership interest of Authority in such Work Product. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to Authority all such original Work Product in Consultant's possession or control. Consultant may retain a file copy. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Consultant.
- F. Consultant shall not release information or Work Product to persons or entities other than Authority without the prior written consent of Authority, except as otherwise required by law. Consultant shall promptly notify Authority should Consultant, or its representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, other discovery request, or court order from any third party regarding this Agreement and the services performed.
- G. The Client acknowledges that the Consultant may be required, under certain circumstances, to publicly disclose representation of the Client as well as compensation amounts received by the Consultant from the Client resulting from the provision of services. This may include general information about activities provided to the Client in connection with, but not limited to 1) the Lobbying Disclosure Act of 1995; 2) the Foreign Agents Registration Act; 3) the California Political Reform Act; 4) Federal Election Campaign Act; 5) any audit letter the Client requests the Consultant to respond; 6) any other state laws with regard to lobbying which may be applicable to this Agreement; and 7) any subpoena or legal process which the Consultant is required to respond.
- H. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.
- I. This Agreement shall be governed by the laws of the State of California. Venue for a dispute shall be State courts located in Kern County, California. Parties consent

to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

- J. All work, labor, and materials shall be done and provided in strict conformity with each of the following: (i) all laws, ordinances, codes, rules, regulations, and standard specifications of governmental authorities having jurisdiction over Consultant's work; and (ii) this Agreement. Consultant shall also comply, at Consultant's expense, with all requirements of inspectors of any governmental authority having jurisdiction over Consultant's work. The Consultant will be responsible for securing any and all required governmental inspections and approvals for the work completed.
- K. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by Authority pending settlement of the dispute.
- L. The fact that Authority has made payment shall not be interpreted to imply Authority has inspected, approved, or accepted the work which has been performed by Consultant. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision.
- M. No director, officer, or employee of the Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer, or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity, or association in which he/she is directly or indirectly interested, in violation of any State or Federal statute or regulation. The Consultant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.
- N. Time shall be of the essence as to times of performance. Neither party shall be responsible for delays beyond their reasonable control.
- O. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- P. This Agreement is binding upon the successors and assigns of the Parties.

- Q. The services to be performed by Consultant are intended solely for the benefit of Authority. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.
- R. All notices, requests, consents and other communications with regard to this Agreement shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, or by overnight courier, receipt signature required, or by facsimile transmission, with verification of the transmission received by the sender, to the parties as set forth below or at such other place as either party may, by written notice to the other, direct:

IF TO CLIENT:

Indian Wells Valley Groundwater
Authority
Don Zdeba, Acting General Manager
500 W. Ridgecrest Blvd.
Ridgecrest, CA 93556

IF TO CONSULTANT:

Capitol Core Group, Inc.
C/O the Allen Law Firm
2181 E. Foothill Blvd. Suite 102
Pasadena, CA 91107

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

CONSULTANT:

Capitol Core Group, Inc.

CLIENT:

Indian Wells Valley Groundwater Authority

BY: _____
Michael W. McKinney
Founding Partner
Capitol Core Group, Inc.

BY: _____
Ron Kicinski
Board Chairperson
IWVGA

Dated: _____

Dated: _____

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Sustainable Groundwater Management Act

How YOU can help plan OUR water future



For many years, we have relied entirely on Indian Wells Valley Basin groundwater to meet our water demands, which currently exceed the natural recharge of the Basin by four times. As a result, water levels have annually declined, and the State has classified the Basin as high priority and in critical overdraft.

In order to maintain local management of the Basin, the Sustainable Groundwater Management Act (SGMA) of 2014 requires us to:

- 1) Form a Groundwater Sustainability Agency
- DONE**–Indian Wells Valley Groundwater Authority (IWVGA) formed in 2016
- 2) Adopt a Groundwater Sustainability Plan (GSP) by January 2020
- 3) Provide opportunities for community input on the GSP
- IN PROCESS** –IWVGA is working with the community to develop the GSP
- 4) Become sustainable for groundwater use by January 2040

FUTURE–The adopted GSP will describe projects and actions for sustainability

Public meetings are conducted as part of the process to develop the Groundwater Sustainability Plan.

- The IWVGA Board meets the third Thursday of the month at 10:00 AM in City Council Chambers at City Hall, located at 100 W. California Avenue.
- The Technical Advisory Committee (TAC) meets at 1:00 PM and the Policy Advisory Committee (PAC) meets at 6:00 PM, both on the first Thursday in the Board room of the Indian Wells Valley Water District located at 500 W. Ridgcrest Blvd.

For additional information, the IWVGA maintains a website, www.iwvga.org. To be added to the interested parties list, email IWVGA Clerk Lauren Duffy at

lduffy@iwvwd.com

**Indian Wells Valley
Groundwater Authority
500 W. Ridgcrest Blvd.
Ridgcrest, CA 93555
760-375-5086**



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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

Ridgecrest City Hall, 100 W. California Ave, Ridgecrest, CA 93555

TECHNICAL ADVISORY COMMITTEE REPORT

March 21, 2019 Report

- Call to Order of the March 7, 2019 meeting.
 - Present: Adam Bingham (Chairman), Eddy Teasdale, Don Decker, Tim Parker, Don Quist, Earl Wilson, Stephan Bork and Wade Major
 - Unable to attend: Michelle Anderson, Scott O'Neil
 - No Rand Community Water District Representative
- WSM Discussion
 - Steve Johnson stated the attorney meeting for Friday is on schedule.
 - Jean Moran gave update review on model status. Modeling timeline is in the thick and transient TDS model runs along with Management scenarios are to be completed and ready for review in April. The Hydrogeologic Conceptual Model digital image is approved.
 - Jeff Helsley presented Scenario 2 assumptions and description and DRI presented model results. Scenario 2 included imported water for recharge and direct use, pumpage reduction, and recycled water use. Additional future modeling scenarios were discussed. Questions and concerns from the committee and public comments were discussed and addressed- sub-basin impact, allocation, management zones, ideas of not including any imported water, cost impacts and water quality desires.
 - The methodology for calculating the shallow well impact using simulated groundwater levels for 2020, 2025, 2030, 2040 and 2070 was presented for the Baseline, and Management Scenarios 1 and 2. Analysis for estimating shallow well locations, installation date, and construction was presented at the Dec and Jan TAC meetings. impacts from simulation flow model with time. Average drawdown rates were estimated by section (1-mile square) using GIS. Data for some current and actively used shallow zone wells is still needed. Shallow well impact mitigation plan and funding approach Draft presented for review by TAC.
 - Data Gap status and TSS grant funds application was submitted to DWR. Field visit with DOM well owners during the KCWA monitor well elevation data collection. Stream gage and weather station discussion and a work plan for any available funds including permitting with BLM will be done.
 - GSP report update with DRAFT section release schedule presented. Sections timing and tentative release along with final draft review internally and public to be done by end of August.
 - TSS well discussion and needs for proper depth and casing information. Timing and locations for access were discussed. Likely no pumping on BLM land however aquifer testing on existing nearby wells will be chosen. Historical data on water quality and quantity will be reviewed.
- Future Agenda Items and Meetings
 - No changes at this time but they may occur as needed for GSP requirements.
 - Current future meetings scheduled for April 4th, May 2nd and June 6th

IWVGA TAC COMMITTEE

Meeting Report – February 21, 2019

- Item 6. WRM & TAC Announcements and Comments
 - 6a – WRM: No comments.
 - 6b – TAC:
 - Tim Parker presented Draft Final Skytem/Ramboll Geoscene 3D Model..
 - Public presentation of Ramboll’s work is tentatively set for March 20th.
 - No additional comments from Don Quist, Stephan Bork, Wade Major, Eddy Teasdale, Don Decker, Earl Wilson, and Adam Bingham.
- Item 7. Adjourn. Adjourned at 4:11 pm.

IWVGA POLICY ADVISORY COMMITTEE REPORT

Thursday, March 7, 2019

Item 1. Call to Order

All members were present with the exception of voting member James Mower and non-voting members Lorelei Oviatt and Ryan Klausch.

Item 2. Open Public Comment (Not Related to Other Agenda Items)

Lee Knutsen of WellIntel updated the status of the community groundwater program. He expects to have the 10 monitoring systems on shallow wells installed by the end of the month, providing new and additional data for the shallow well modeling and impact study.

Item 3. Approval of PAC Meeting Minutes.

The January 3, 2019 PAC meeting minutes were approved.

Item 4. Review and Approve PAC Ad-Hoc Committee Recommendation for Domestic/Deminimis Well Owner Outreach

Extensive committee member and public comment led to a few clarification and wording changes to the final recommendation which is attached to this report. The recommendation provides the basis for a dedicated communications professional to include in a positive outreach message for the IWVGA to implement.

Item 5. Pumping Allocation Review and Update

5.a. Review Individual Submitted Comments from Allocation Discussion during February PAC Meeting

Mr. Markman provided an email response to committee member Nick Panzer's individual written comment following the January Attorney's meeting report regarding "Reasonable Use". No further comments were made by the public or committee members.

5.b. Update Report and Any Assignment from Mr. Markman Resulting from the 15 January Attorney Meeting

Mr. Markman provided a written report summary update of meeting. His report is appended to this report for accuracy and completeness. No tasking for the PAC was requested.

- The question arose as to what additional considerations or authority options SGMA may provide beyond historical California pre-existing water rights and case law which have been referenced by Mr. Markman.

Are there potential "new authorities" that arise from to SGMA? What is the full spectrum of options that may be available? The PAC requests that this be addressed publicly.

- It was noted that there is now a clear iterative link between the subjects undertaken in the Attorney's meetings, the TAC scenario discussions and modeling runs, and PAC discussions input and review of both. The WRM is working with GM, and PAC/TAC Chairs to actively communicate, align and support the agendas.
- The next meeting of attorneys is scheduled for Friday, March 8th.

Item 6. Review of POA&M Item #35 (Hydrogeological Conceptual Model) and #49 (Baseline and Management Action Results), as tasked in POA&M.

Jeff Helsley and Jean Moran of Stetson Engineers presented a summary brief of the HCM, the modeling conducted to date: historical calibration water budget, the baseline model with no changes, the Total Dissolved Solids (TDS) Baseline model, and the predictive management change model scenarios evaluating the impacts of various actions to achieve sustainability.

- PAC member Raj Jonnalagadda emphasized the importance of understanding the assumptions that were input to the model for each baseline and management scenario. He requested the detailed assumptions be provided.
- It was noted that all scenarios presented thus far include imported water as a part of each proposed solution set. A recommendation was given that a scenario without imported water should be considered to ensure that eventuality is examined.
- Public comment noted that this is the wettest year in modern memory and imported water options should be considered high priority for investigation immediately. Also noted was that the SGMA allows a GSP to include imported water in a phased investigation/approach.
- Public comment noted that given DWP water release in Freeman Gulch in 2017, it may happen again this year, and that the GA should consider discussion with DWP encouraging this and discussion of instrumentation for a test of percolation rates downstream.

Item 7. Shallow Well Impacts Analysis

Jean Moran of Stetson presented the Shallow Well Impacts Analysis study status as a separate supporting analysis for each scenario. It would evaluate the impacts on shallow wells (~less than 200ft) which would be part of determining sustainable management criteria for the GSP.

- It was noted that additional shallow well data would help support the definition of sustainable management criteria and rationale for potential for grant funding toward mitigation of impacts to affected shallow well owners.

Item 8. GSP Report Update

No new updates to the draft GSP was provided for review. Jeff Helsley of Stetson presented an updated schedule indicating the new target dates for draft submission of each GSP Chapter.

- It was noted that the draft release schedule has now been very compressed from the previous POA&M schedule. It is now on the critical path to timely GSP submission. Most notably, **the three most critical chapters are all scheduled to be released in the same June timeframe in the summer.**
- **The draft chapter release and review is dependent on the completion of the modeling scenario alternatives completion, assessment and recommended best approach.**
- The final version of the complete GSP is scheduled for public review in August.

Item 9. Review and Discuss Individual Submitted Comments from GSP Draft Chapter and Next Update Version, if Available

No draft chapters were submitted.

Item 10. Future Agenda Items

- Review and approval of previous meeting minutes
- Allocation status update. Review and new progress
- New authorities and options potentially authorized under SGMA
- Draft GSP Chapter review from previous meeting and new draft chapter (if submitted)
- POA&M items 35 and 49 review and comment
- Imported Water Update
- Additional Outreach Discussion, Recommendations

Item 11. Future PAC meeting dates

April 4, May 2, June 6

Item 12. Member Comment

- Anecdotal reporting from a domestic well owner located below the DWP Freeman Wash release in 2017 was that his well level went up 2 feet.
- It was noted that that the attendance and participation of Stetson Engineers at the PAC meeting was of great value, particularly given the tight interconnection between the attorney meetings, the modeling scenario options and reporting, and the coordination required between all three.

Item 13. Meeting Adjourned.

Submitted by: David Janiec, IWVGA PAC Chair, 14 MAR 2019

Recommendations for and Benefits of Voluntary Registration of De Minimis Wells

by

Policy Advisory Committee Ad hoc Committee on De Minimis Well Registration

11 March 2019

OBJECTIVES

An ad hoc committee of the Policy Advisory Committee (PAC) was tasked with creating recommendations and a list of benefits for voluntary registration of de minimis wells. The committee consisted of Joshua Nugent (PAC representative for Large Agriculture), James Mower (PAC representative for Business Interests), West Katzenstein and Lyle Fisher (PAC representatives for Domestic Well Owners). This ad hoc committee considered public inputs and incorporated them in this report as appropriate. The document below is intended to advise the Indian Wells Valley Groundwater Authority (GA) on the importance of and methods to achieve de minimis well registration.

CALIFORNIA STATE LEGISLATIVE BACKGROUND

The State of California has designated the Indian Wells Valley (IWW) groundwater Basin as a high-priority basin in critical overdraft. This is a result of steadily declining Basin groundwater levels and groundwater quality over at least the last 50 years. The State through its Sustainable Groundwater Management Act (SGMA) has mandated that the IWW establish a GA to manage the groundwater in the Basin and achieve groundwater sustainability by 2040. The GA has been established and the required Groundwater Sustainability Plan (GSP) is under development. This plan is to be submitted to the State for approval by January 31, 2020.

DOMESTIC WELL BACKGROUND

De minimis wells comprise a large majority of the total number of IWW wells and are generally much shallower than the deeper higher-capacity wells used by the major pumpers, such as the IWW Water District, large scale agriculture, Searles Valley Minerals, and the US Navy. The Domestic Well Owners Association is aware of ongoing failures of de minimis wells that have occurred due to the constant decline in groundwater levels or brackish water intrusion. **Failures of de minimis wells would likely have a significant negative effect on the local economy, including but not limited to the value of real property, quality of life, economic growth, and the continued presence of the Navy.**

SGMA defines a 'de minimis' groundwater extractor as a person (or entity) that extracts groundwater in the amount of two acre-feet or less per year, for domestic purposes. These wells are to be considered differently than major pumping wells. SGMA clearly states that de minimis pumpers shall not be required to install metering devices or to report water pumped (Water Code 10725.8e). However, it may be an advantage to individual well owners in some cases to install metering devices and report water pumped voluntarily; for example, to resolve questions on well production.

GROUNDWATER AUTHORITY RESPONSIBILITIES

An essential early responsibility of the GA is to reach out and contact all stakeholders, including the de minimis well owners (Water Code 10723.2). It is critically important that the interests of the de minimis well owners are fully represented in the IWW GSP. It is also essential that de minimis well owners are notified and comply with the management actions authorized by SGMA that appear in the IWW GSP.

The specific management actions in the GSP that will apply to de minimis wells have not yet been developed. *These management actions must address the following questions: 1) What is the purpose and SGMA legal basis of the de minimis well registration? 2) How would such registration be made? Through Assessor's Parcel Number (APN) identification? 3) What information will be required from the de minimis well owners? 4) How do*

the de minimis well owners fit into the overall GSP? 5) What are the restrictions placed on the de minimis well owners? 6) What are the responsibilities of the de minimis well owners? These management actions may require de minimis wells to be registered (Water Code 10725.6). Ultimately, appropriate fees may be assessed on these wells once the GSP is adopted (Water Code 10730).

A thorough and effective de minimis well owner contact must be a requirement of the GSP process. Otherwise, there is no basis for well registration.

POLICY ADVISORY COMMITTEE RESPONSIBILITIES

The PAC has the responsibility to advise the GA on public outreach options. This has been completed in the 'Communication and Engagement Plan' developed by the PAC dated April 19, 2018. The public has also offered to the PAC specific recommendations for GA action, which have been forwarded to the GA in the PAC minutes. However, the PAC does not have either the legal protections nor authority required to contact the stakeholders regarding well registration, voluntary or otherwise. The PAC also does not have the responsibility to define the requirements for de minimis well registration or its details.

This committee has identified the following benefits for de minimis well registration:

1. Registration of de minimis wells will ensure that each well owner becomes a formal part of the GSP. Note again, that de minimis wells are excluded by SGMA from metering and reporting of production.
2. Registration will ensure that proper ownership of wells is established.
3. Registration will provide data on individual wells needed by the GA to provide grants to well owners whose wells are damaged by lowering of water levels and declining water quality. Note: The expected occurrence of well failures based on future pumping levels can be predicted using existing data and modeling capabilities.
4. Registration will provide data vitally important to developing sustainable management criteria.
5. Registration improves an overall understanding of basin well count and location. Kern County records have been found to be inadequate.
6. Registration potentially adds lithographic data, depth to water and water quality to the existing IWV aquifer data base.
7. Registration helps monitor shallow well impacts from declining water levels. Specific data and location for individual impacted wells will refine existing data.
8. Personal information will be protected.

The PAC is willing to further advise the GA on de minimis well registration.

GROUNDWATER AUTHORITY ACTION REQUIRED

It is essential that the GA immediately execute its responsibility to directly contact all stakeholders, including a request for voluntary registration of de minimis wells. This request must state the reasons for and benefits of de minimis well registration and its legal basis in SGMA and provide a straightforward user-friendly well registration form. Note: It is not correct or useful to imply that the de minimis well owners are remiss for not completing well registration. The GA at this point has neither clearly defined the registration process, nor formally asked the de minimis well owners to register.

CLOSING COMMENT

The Policy Advisory Committee hopes that this document will assist the Board in taking the action that is necessary to meet the needs of voluntary de minimis well registration. The better the communication the more successful the project will be.



James L. Markman

T 714.990.0901
F 714.990.6230
E jmarkman@rwglaw.com

1 Civic Center Circle, PO Box 1059
Brea, California 92822-1059
rwglaw.com

MEMORANDUM

VIA FACSIMILE

TO: David Janiec (david.janiec@chinalakealliance.org)
Steve Johnson (stevej@stetsonengineers.com)

FROM: James L. Markman *JLM*

DATE: February 28, 2019

SUBJECT: Report from February 15, 2019 Meeting on IWVGWA Allocation Plan

These notes are meant to roughly reflect the subject matter of the above-referenced meeting. Based on recent information, it again needs to be emphasized that these meetings are constructed so that all pumpers may candidly express their positions. No statements made constitute the adopted position of the GSA and, no party speaking is locked into any position.

The first statement made pertained to the necessity of discussing the practicality of suggestions made to be included in the water production allocation. This includes projected amounts of pumping allowed, rampdown, period of commencement of rampdown, projected costs of imported water and any other items to which a financial analysis may be applied. In fact, the meeting was oriented substantially to model runs, and other facts and figures. The sense is that we are under time constraints with management model runs to come which will aid in developing a first draft allocation plan which makes practical sense.

The initial general discussion was followed by a Stetson Engineering presentation (with power point) of three model runs. It was noted that the materials had been presented to TAC. The first model run (referred to as Test Run 1) was a run of 50 years, assuming an approximately 33,000 AF per year pumping level with supply frozen and 7,650 AF per year. This resulted in approximately 25,000 AF per year of mining or negative change in storage for a total 50 year loss of 1.5 million AF. It also was noted that at the end of the 50 years, the model showed no operative pumping occurring. The Basin elevation drawdowns ranged from 10 feet to 70 feet. In addition, TDS increased based on pumping water from lower elevations and from the

movement of water in the Basin in a southwest direction. The increase in TDS was shown to occur more in shallow layers than in deeper layers.

The second test run discussed limited pumping to the 7,650 AF per year (level with supplies). This presented a state of sustainability.

The third model run discussed was referred to as Management Run 1. This run assumed that imported water would arrive by 2030 in the amount of 15,000 AF per year. It also assumed recycled water in the amount of 352 AF per year would be available. It assumed that pumping would start at 31,000 AF per year, that rampdown would commence immediately at 8% per year and that leases would be made so that the District and Searles could offset their rampdowns from water leased to them by Meadowbrook and Mojave Pistachio. This scenario projected sustainable balance at approximately 2030 with a mined amount of approximately 200,000 AF to 250,000 AF.

Following the Stetson model runs presentation, one of the parties presented a new version of the potential allocation plan discussed in January. This plan presented a base water right representing a producer's average amount of pumping from 2004 to 2014 (excepting cliff producers). The base water right also was translated to being expressed as a percentage of total allocated base water rights. The plan next suggested that "operating allocations" be calculated representing any pumper's percentage share of safe yield. Safe yield included augmented yield (the addition of supplemental water) and deductions to deal with undesirable results. Free production allowances then would be calculated so that each producer could pump its share of the natural safe yield free of assessments. There was an assumed amount to so pump equaling 22% of the pumper's operating allocation. This converted prior presentations of assessable water production from all water pumped (referred to as a gross pump tax) to the amount of water production above the free production allowance (a net pump tax). The assessable production would cover administrative fees, project development fees and an excess fee to be used to avoid material harm from occurring in the Basin. The proposal considered cliff pumping parties who would not receive a base water right, would not participate in rampdown and whose right would not be transferrable. Cliff pumpers would pay administrative fees and project development fees and excess fees on production over the cliff pumping amount awarded to them. This proposal excluded Navy production of its Federal Reserved Right and proposed reverting unpumped Navy rights to others with Operating Allocations in the next year or, alternatively, to benefit the Basin. The proposal also proposed treatment for de minimus producers.

There followed presentations by two of the negotiating parties. One suggested that its water rights would be defended, that it would carefully consider any proposals, but would not

subsidize another party's production and that it agreed with a 10 year average to establish base water rights. The second party, a potential cliff pumper, suggested that it be provided a gross amount of water to produce over a 20 year period after which its pumping would fully terminate. This party still is in the process of refining its proposal.

There then was discussion of the negotiating parties providing input on the assumptions to be included in the second Management Model Run even if this meant a delay in the run. Some offered thoughts were beginning assumed total production at 31,000 AF per year, assuming a 5 to 10 year period before commencing rampdown and variable required annual rampdown percentages depending on the party ramping down. This topic remains open. The next meeting is to occur on March 8, 2019.

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