

# 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, May 17, 2018

Open Session 10:00 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 Ricca Charlon at (760) 499-5002. 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://iwvga.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

- Pledge Of Allegiance

### 2. 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.

### 3. PRESENTATIONS

- a. United States Geological Survey (USGS) to update progress on the Recharge Study of the Indian Wells Valley Basin

### 4. CONSENT AGENDA

- a. Approve Minutes of Board Meeting April 19, 2018
- b. Approve Minutes of Board Workshop April 5, 2018
- c. Approve Expenditures
  - i. Stetson Engineering \$60,517.77
- d. Financial Report

**IWVGA Board of Directors  
Meeting of May 17, 2018**

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**5. WATER RESOURCES MANAGER REPORT**

- a. Report/Discussion on Plan of Action and Milestones (POAM)
- b. Report on Submittal of Proposition 1 Grant Application Status
- c. Authorization to sign letter accepting grant

**6. DISCUSSION AND APPROVAL OF A PART TIME GENERAL MANAGER JOB DESCRIPTION AND CORRESPONDING RECRUITMENT FLYER – CHRISTENSEN**

**7. INTRODUCE ORDINANCE 02-18 ESTABLISHING THE RULES, REGULATIONS AND PROCEDURES FOR THE IMPOSITION AND COLLECTION OF GROUNDWATER EXTRACTION FEES**

**8. DISCUSSION AND APPROVAL OF IWVGA-DESERT RESEARCH INSTITUTE (DRI) MODELING SUPPORT AGREEMENT**

**9. DISCUSSION AND APPROVAL OF RFP FOR IWVGA WATER AUDIT PROGRAM**

- a. Subject to execution of Proposition 1 Grant Agreement.

**10. DISCUSSION AND APPROVAL OF RFP FOR IWVGA REBATES PROGRAM**

- a. Subject to execution of Proposition 1 Grant Agreement.

**11. REPORT FROM TECHNICAL ADVISORY COMMITTEE (TAC)**

**12. REPORT FROM POLICY ADVISORY COMMITTEE (PAC)**

**13. GENERAL MANAGER'S REPORT**

**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 – June 21, 2018; 10:00 a.m.**

**16. CLOSED SESSION**

- a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED 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
- b. Public Employee Performance Evaluation – District Counsel (GC§ 54957)
- c. Public Employee Performance Evaluation – General Manager (GC§ 54957)
- d. Public Employee Performance Evaluation – Water Resource Manager (GC§ 54957)

**17. ADJOURN**

# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

## BOARD OF DIRECTORS

### MINUTES

**Thursday, April 19, 2018, 10:00 a.m.**

#### **IWVGA Members Present:**

Commander Brian Longbottom, Dept. of the Navy	Mick Gleason, Kern County
Peter Brown, Indian Wells Valley Water District	Matt Kingsley, Inyo County
Chairperson Peggy Breeden, City of Ridgecrest	Ron Strand, IWVGA General Manager
Stephen Johnson, IWVGA Water Resources Manager	Lauren Duffy, IWVGA Board Clerk
Keith Lemieux, IWVGA Legal Counsel	Bob Page, San Bernardino County

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 Chairwoman Breeden at 10:01 a.m.

The Pledge of Allegiance is led by Chairwoman Breeden.

Chairwoman Breeden announces that agenda item #5 will be switched with item #4.

#### **2. PUBLIC COMMENTS:**

The Board hears comments from Penelope LePome, regarding developing a financial committee.

Derek Hoffman regarding agenda item #3a.

Stan Rajtora regarding the Desert Research Institute (DRI) Model.

Judie Decker regarding the hiring of a local manager to coordinate between the Board and Stetson Engineers.

Raymond Kelso regarding transparency.

Sophia Merk regarding public letters being published on the IWVGA website.

#### **3. CONSENT AGENDA:**

- a. Approve Minutes of Board Meeting March 15, 2018. - Item deferred for discussion.
- b. Approve Expenditures
  - i. Daily Independent \$76.44
  - ii. Stetson Engineering \$88,417.08 & \$76,971.03
  - iii. USGS \$22,301.48
- c. Financial Report

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d. TAC committee member approval

Motion is made by Matt Kingsley and seconded by Peter Brown to approve expenditures in the amount of \$76.44, \$88,417.08, \$76,971.03, and \$22,301.48, and Financial Report.

Matt Kingsley amends Motion to defer item #3a and #3c for discussion. Motion carried. (Ayes: Breeden, Brown, Kingsley, Page. Abstain: None. Nays: None. Absent: Gleason)

Bob Page asks, regarding the first Department of Water Resources (DWR) Prop. 1 stressed counties reimbursement, why it doesn't match any of the claims submitted. Alan Christensen replies that he will look into it. DWR has a retention policy and does not reimburse the full amount at once.

Motion made by Bob Page and seconded by Peter Brown to approve item #3c Financial Report. Motion carried. (Ayes: Breeden, Brown, Kingsley, Page. Abstain: None. Nays: None. Absent: Gleason)

The Board hears comments from Derek Hoffman, Judie Decker, Carol Wilson, and Sophia Merk.

Motion made by Peter Brown and seconded by Bob Page to approve item #3a Minutes of Board Meeting March 15, 2018. Motion carried. (Ayes: Breeden, Brown, Kingsley, Page. Abstain: None. Nays: None. Absent: Gleason)

**4. WATER REOURCES MANAGER REPORT:**

(Agenda item #5 is addressed prior to this agenda item)

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

Jeff Helsley provides an update on the POAM and comments on significant issues.

The most significant current issue is updating the existing Desert Resources Institute (DRI) model to be suitable for use with the Groundwater Sustainability Plan (GSP). Funding has been approved by the Navy and the wheels are in motion for the contract with DRI. Once the work has begun, the POAM will need to be updated to reflect an accurate start date. Another current significant item is evaluating options for importing water into the basin, as well as options for increased use of recycled water.

Steve Johnson comments that direction has been given to Stetson Engineers from legal counsel that if an outside consultant must be hired, it should be done through the IWVGA versus Stetson Engineers.

At the next meeting an agreement with DRI should be presented to the Board for approval.

Commander Longbottom comments that the Navy, for lack of a better word, donated the DRI model to the IWVGA to use and run as they see fit. He would ask for additional funds should there be a need to modify the model in the future.

The Board hears comments from Derek Hoffman.

**b. Report on Submittal of Proposition 1 Grant Application Status:**

Steve Johnson comments that a formal award was made and the IWVGA was granted the full amount which it applied for. Stetson Engineers will receive a letter for the formal award which requires a response to DWR within 30 days accepting the award. The letter will either include a draft agreement or template agreement which Stetson Engineers has already reviewed to understand the work required to complete it. DWR asks that a detailed work plan be presented after the agreement is submitted.

Steve Johnson hopes to provide the board with an assessment of the conservation efforts of the basin thus far.

The Board hears comment from Renee Westa-Lusk.

**5. DISCUSSION ON ISSUES AND OPTIONS FOR GROUNDWATER MANAGEMENT IN THE INDIAN WELLS VALLEY UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT:**

Ron Strand announces that this presentation is for informational purposes only and will not be received and filed by the Board.

Anthony Brown, of aquilogic, Inc., presents a Discussion Paper outlining concepts for achieving sustainability in the Indian Wells Valley to comply with the Sustainable Groundwater Management Act (SGMA).

The discussion paper presents an approach to address the issues in a way that provides for:

- Sustainable Groundwater Management and compliance with SGMA
- Long-term viability to support the mission of the Naval Air Weapons Station (NAWS) with respect to water
- Economic stability and continued growth
- A means to fund the needed water projects
- Long-term water security

Matt Kingsley states concerns on behalf of Inyo County regarding Indian Wells Valley (IWV) importing or banking water, specific to the use of the Los Angeles aqueduct. Inyo County is not looking to expand their history as a water exporter. Inyo County Board has not formally considered exporting water to IWV, however Mr. Harrington presents some issues that would need to be addressed.

The Board hears comments from Don Decker, Judie Decker, Alan Christensen, West Katzenstein, Sophia Merk, Stuart Fields, and Paul Nugent.

The Board reiterates that the intent of this presentation was for informational purposes only.

**6. REPORT FROM TECHNICAL ADVISORY COMMITTEE (TAC):**

Adam Bingham, TAC Chairperson, provides a report from the April 5, 2018, TAC meeting.

**7. ACTION ITEMS FROM TAC MEETING OF APRIL 5, 2018 – None.**

**8. REPORT FROM POLICY ADVISORY COMMITTEE (PAC):**

Donna Thomas, PAC chairwoman, provides a report from the March 29, 2018, PAC meeting.

**9. ACTION ITEMS FROM PAC MEETING OF MARCH 29, 2018:**

**a. Presentation And Approval Of Resolution On Communication and Engagement (C&E) Plan**

Lorelei Oviatt provides a presentation of the C&E Plan created by the PAC with input from the public. The C&E Plan can be found at: <https://iwvga.org/iwvga-meetings/>

The PAC hopes that the C&E Plan will be sent along with the agreement for the Prop. 1 Grant funding award letter.

The PAC recommends a Speaker Bureau be established by the Board to accept and generate speaker engagement requests and relay focused messages. The speaker bureau would include speakers appointed by the Board. The PAC provides a notification list of organizations to broaden the horizon of knowledge. Ms. Oviatt's staff is compiling a full mailing list of the organizations, including emails and phone numbers. The idea is to provide the mailing list to the Board and staff for when a mailer is released all organizations would also be notified.

Ms. Oviatt comments that the PAC did discuss the most effective ways to reach as many people as possible. In the past, Kern County has sent a notice, three times, to every single property owner to notify them of rezoning. This option is very expensive, yet effective. The PAC recommends at least once the IWVGA utilize that option, perhaps when the draft GSP is completed.

Ms. Oviatt comments that the budget allotted for outreach needs to be increased to at least \$35,000 versus the current \$21,000 budget.

Mick Gleason directs staff to provide a list matching Board members to service organizations for the speaker bureau.

The Board hears comments from Judie Decker.

Motion made by Mick Gleason and seconded by Bob Page to adopt Resolution approving the C&E Plan, additionally directing Staff to immediately implement the outreach plan by establishing a speaker bureau and assigning Board members to service organizations, and directing staff to provide a recommendation on when the first mailer needs to be sent to every parcel. Motion carried unanimously. (Ayes: Breeden, Brown, Gleason, Kingsley, Page. Abstain: None. Nays: None.)

**10. BOARD DISCUSSION FOR DIRECTION OF ACTION ITEMS TO TAC & PAC COMMITTEES (IF BOARD HAS ANY): None.**

**11. GENERAL MANAGER'S REPORT:**

Ron Strand has nothing to report.

**12. CLOSING COMMENTS:**

Bob Page asks what the Board approved earlier regarding the TAC committee member approval.

The TAC asks for Don Quist to be added as a member to represent small agriculture.

Motion made by Mick Gleason and seconded by Bob Page to appoint Don Quist as a member of the Technical Advisory Committee. Motion carried unanimously. (Ayes: Breeden, Brown, Gleason, Kingsley, Page. Abstain: None. Nays: None.)

**13. DATE AND TIME OF NEXT MEETING:**

The next IWVGA Regular Board Meeting will be held on May 17, 2018; at 10:00 a.m.

With no further Board or Public comments, Chairwoman Breeden adjourns to Closed Session at 12:37 p.m.

**14. CLOSED SESSION:**

- a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED 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.

No action is taken that would require disclosure under the Brown Act.

**15. ADJOURN:**

With no further business to come before the Board, the meeting is adjourned at 1:20 p.m.

Respectfully submitted,



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

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# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

## **BOARD OF DIRECTORS WORKSHOP MINUTES** Thursday, April 5, 2018, 5:00 p.m.

### **IWVGA Members Present:**

Commander Brian Longbottom, Dept. of the Navy	Mick Gleason, Kern County
Peter Brown, Indian Wells Valley Water District	Bob Page, San Bernardino County
Chairperson Peggy Breeden, City of Ridgecrest	Ron Strand, IWVGA General Manager
Stephen Johnson, IWVGA Water Resources Manager	Lauren Duffy, IWVGA Board Clerk
Keith Lemieux, IWVGA Legal Counsel	Ryan Klausch, Bureau of Land Management

### **1. CALL TO ORDER:**

The meeting is called to order by Chairwoman Breeden at 5:00 p.m.

Chairwoman Breeden announces that any members of the public who did not fill out a comment card prior to the meeting and wishes to speak, may do so if there is time remaining.

The Pledge of Allegiance is led by Mick Gleason.

### **2. STAFF PRESENTATION:**

- a. Discussion of Groundwater Pumping Fees to Finance Development and Adoption of a Groundwater Sustainability Plan and IWVGA Administrative Costs

Jim Worth, IWVGA legal counsel and Indian Wells Valley Water District Attorney, provides a recommended process for imposing a groundwater fee in order to fund the Groundwater Sustainability Plan. To facilitate his presentation, Mr. Worth refers to the Groundwater Pumping Assessment Data Package.

On January 18, 2018 the IWVGA Board of Directors directed staff to develop a fee proposal to finance the development and related administrative costs of a Groundwater Sustainability Plan (GSP). The Board directed that the fee be based on volumetric usage of groundwater and be assessed on pumpers, with the exception of de-minimis pumpers. "De-minimis pumper" under the Sustainable Groundwater Management Act (SGMA) is defined as a person who extracts, for domestic purposes, less than 2 acre-feet (AF) per year. The staff report includes revisions made by staff as directed by the Board.

Staff recommends that the Board proceeds under Water Code §10730, which authorizes the Board to impose a pump tax on pumpers within the basin. Water Code §10730(a) states that a Groundwater Sustainability Agency (GSA) may impose fees including, but not limited to: permit fees, fees on groundwater extraction, or other regulated activity, to fund the cost of a Groundwater Sustainability Program, including but not limited to: preparation, adoption, and amendment of a GSP, and investigations, inspections, compliance, assistance, enforcement, and program administration, including a prudent reserve.

With respect to Water Code § 10730, all that is required prior to impose a fee is the Board must hold a public meeting, which is noticed and published in the newspaper pursuant to Government Code § 6066. It must note the time and location and a general description of the matter to be discussed. Additionally, any data which is provided to the Board to impose the fee must be made available to the public at least twenty (20) days prior to the public meeting.

The data which was provided to the Board to impose a fee was distributed to the public on March 29, 2018.

Mr. Worth reviews the following budget items and estimated costs:

**Expenditures:**

GSP Development and SDAC Costs (Prop 1)	\$3,748,600.00
IWVGA Support Costs	\$435,250.00
IWVGA Administrative Costs	\$161,500.00
City of Ridgecrest Reimbursable Costs	\$210,466.00
Legal Costs	\$350,000.00
Reserve	\$939,070.00
Total Expenditures	\$5,844,886.00

**Revenue:**

Proposition 1 Grant Award	\$2,146,000.00
In-Kind Services	\$1,157,300.00
Total Revenue	\$3,303,300.00
<b>TOTAL GAP FUNDING REQUIRED</b>	<b>\$2,541,586.00</b>

It is estimated that the assessments would begin in June 2018 and continue over 31 months. The fees would be assessed through 2018, 2019, and 2020. Staff recommends the extension from 19 months to 31 months in an attempt to lessen the amount of assessments. Mr. Worth explains in order to obtain the amount, you need to divide the total gap funding required amount by the 31 month assessment period, which would require about \$82,000 per month, divide it again by the 1,800 acre-feet estimated pumping on a monthly basis, and the assessment would be about \$45.55. If the assessment period was shortened to 19 months, the assessment would be just over \$74.00 per month.

At this time, the IWVGA Board does not have the authority to require pumpers to install meters on their wells. An alternative way to measure groundwater pumping of potential impacted pumpers would need to be developed. Staff recommends that possible impacted pumpers install a meter on their wells so that an accurate pumping measurement would eliminate any differences of opinions.

SGMA prevents the IWVGA from regulating federal agencies, such as the Navy and the Bureau of Land Management (BLM), in addition to de-minimis users.

Steve Johnson, Water Resources Manager, comments that no action has been taken right now on how to measure wells which do not have meters. Stetson Engineers received comments from the TAC on possible ways to approach the situation and a decision has not been made as of yet.

- 3. PUBLIC COMMENTS\*** - Members of the public wishing to provide comment would need to submit a comment card – **2 hours total time for this item:**

Sophia Merk comments that all domestic and commercial users should pay equitably to the IWV water basin. In-kind credits need to be received by all agencies. Abbreviated minutes will not have legal standing.

Doreen Baker offers an alternative proposal to derive near-term and long-term operating resources for the IWVGA. The proposal suggested is to assess a water tax on every APN parcel that resides in the IWV basin.

Rodney Stiefvater, owner of Mojave Pistachio, comments that water transactions are not easy, nor simple, however they are available. The IWVGA could hire professionals to acquire and trade water from one of the major surface water supplies. Another source of water is brackish water.

Paul Nugent, Nugent Ranch, comments that the volumetric charges are excessive. The fee would be a 30-50% increase of his water costs. Mr. Nugent feels that there should have been major input from the farmers and possible impacted pumpers with respect to the budget planning and costs.

Joshua Nugent reads a letter from a local land owner, William Switzer. Mr. Switzer comments that the water he uses for his pistachio farm is of lower quality than that pumped by the Indian Wells Valley Water District (IWVWD). Mr. Switzer believes this shows a sub-aquifer exists. A fee structure should reflect the lower value of lower quality water. Mr. Switzer expresses favor of importation of water and brackish water.

Derek Hoffman, legal counsel for Meadowbrook Dairy, submitted a comment letter to the IWVGA Board prior to the meeting regarding the fee. This fee should be vetted through the PAC and the TAC. The timeline for this process is very aggressive and premature of an estimated start of June. This fee is actually a pump tax which results in failing to address or comply with California's Constitutional requirements for Local Fees and Taxes. The nearly \$1 million "Reserve" is excessive and runs the risk of being a "slush" fund.

Bob McDiarmid asks the Board if water is imported, how it would be stored. He also expresses concerns with waiting until 2040 to implement whatever is meant to be implemented.

Raymond Kelso comments that implementing fees as soon as possible to pumpers is a step in the right direction. Mr. Kelso states his concern with the overdraft issue. Many line items in the budget are not relevant to mitigating a severe overdraft issue.

Claudia Ethun, alfalfa farm in Inyokern, comments that the proposed fee would be a huge hardship on any farmers, including them. This fee burden needs to be shared by the whole community, so that everyone has buy-in into the solution. By charging an APN supplemental tax on all parcels in the IWV community, everyone would be suffering the pain in order to receive the gain. Ms. Ethun suggests that because the federal government has a big stake in this valley, the naval base, why not pursue a low interest federal loan to be paid back in ten years or so in an attempt to get the ball rolling.

Stan Rajtora states that revenue paid to the IWVGA needs to be equitable to all users and agencies. He finds it hard to believe that there are only 15 non-de-minimis users in the basin, as

shown on the chart in the Groundwater Pumping Assessment Data Package. Mr. Rajtora believes Kern County should “have some skin in the game and the Navy should be contributing to the GSA fund. The IWVGA needs to develop a standing Finance Committee.

Stuart Breil comments that other options suggested at tonight’s meeting should be explored.

Skip Gorman comments that putting a flow meter on all the wells in the basin would cost about \$500,000.00. Mr. Gorman asks for the details of the contract with Stetson Engineering.

Ralph Lachenmaier comments if the agriculture in the valley needs to import water via the L.A. aqueduct, then that shouldn’t be the resident’s burden. He is not in favor of the proposed fees.

Chuck Griffin comments that the reserve is high. Will the reserve transfer over, if a balance is remaining, to the implementation plan? Is it legal to transfer those reserve funds. He shares a concern with the bulk of the fee structure being paid by IWVWD customers, agriculture, Searles Valley Minerals, and citizens of Trona. The fee could be reduced a lot if it were more spread out. Mr. Griffin comments that he doesn’t feel the reimbursable fee for City of Ridgecrest is right.

Judie Decker comments that a Finance Committee needs to be developed and an Oversight Committee to review documents before they go to the public. Ms. Decker feels as though this document (Groundwater Pumping Assessment Data Package), as it stands, is not fit to go any further.

Doug Price states, to his understanding, the base uses 1/3 of the water, IWVWD uses 1/3, and the farmers use another 1/3 of the water. Those are the ones we need to figure out what to do with. Mr. Price feels he shouldn’t have to pay a penalty for his desert land.

#### **4. POLICY ADVISORY COMMITTEE (PAC) COMMENTS – 30 minutes total time for this item:**

PAC Chairwoman Donna Thomas comments that the PAC wanted to divide up their time evenly to each category of uses and users they represent.

Representing small agriculture is Patricia Quist who comments that she understands they will need to pay for water. She explains what a burden a fee could put on a farm. Most, if not all, farms do not receive revenue until the crop has sold. Money needs to be spent beforehand to build the crop. In some cases, the farmers don’t get paid until two years later. Ms. Quist asks that the Board be considerate and find a fair way for farmers to pay fees that won’t hurt them.

Representing business interest is Carol Wilson and David Janiec. Carol Wilson, a PAC member representing Ridgecrest Realtors, advises the Board that any plan of imposing fees should have an end date. This will prevent uncertainty and possible court intervention. Any extension or increase of the pumping fees should be implemented only after a public comment period such as is currently being held. There should be an oversight on collections of these fees to be sure the funds are used for the intended purpose and to avoid temptation on part of the officials involved. Ms. Wilson encourages the Board to research and consider alternatives to the pumping fees and other determination methods to be used.

David Janiec believes the first issue is cash flow, as it relates to the funding required for operation of the Groundwater Authority. As was discussed during two prior IWVGA meetings, the IWVGA was approaching inability to pay Stetson Engineers as the Water Resources Manager and developer of the Groundwater Sustainability Plan (GSP). With the great news that our Prop. 1 Grant was finally approved just this week, we still find ourselves at least two or more months away from actual receipt of those funds. The cash flow situation should be addressed in the documentation as it may become the driving factor in completing a successful GSP. Secondly, the chronic overdraft situation in our basin presents an existential threat to our continued vitality in growth. This fee option may be the only viable one, but what other options could have been or were considered to help garner support and perhaps a more equitable assessment to all water users in the valley?

Representing domestic well users is Lyle Fisher who comments that if the PAC and TAC had been given the opportunity to discuss the Groundwater Pumping Fee document at one of its regular meetings, some of the issues that were raised tonight could have already been resolved. Mr. Fisher comments that all domestic well owners “have skin in the game.” Domestic well owners are the tip of the spear. They are the first ones to be impacted by the declining water levels. Most of them cannot afford to drill 1,000 ft. wells or afford the maintenance on such a well. As domestic well owners, we support volumetric based fees for water pumped. It is the only equitable approach available since all of our water supply issues are based on quantity. We also fully understand that once the GSP is approved by the state, domestic well owners may be required to pay for water in some form. For all of us to continue our current life styles in this valley, as they are today, will require us to import water from a source outside of the valley. We have no choice. The time has come to stop kicking the can down the road and start taking the necessary and appropriate actions.

Chairwoman Thomas reads a letter provided prior to the meeting by Renee Westa-Lusk, which states that Ms. Westa-Lusk has read the proposed fee assessment of \$50 per acre-foot. She further explains that she can support this fee assessment using her calculations, if they are correct, as it would have a minimal effect on the water bills of the vast majority (90%) of residential customer within the City of Ridgecrest. She calculates that it will only add, at the very most, \$10 per residential customer’s water bill per year. The benefit of the fee assessment vastly outweighs the increase in water bill charges, in the fact that the residential customer within the City of Ridgecrest will gain in the advantages of having a GSP that will protect their water supply for many years to come. Ms. Westa-Lusk asks the IWVGA Board for talking points to interpret to the average residential customer the actual cost per year added to their bill.

Chairwoman Thomas comments that she is also a member of the Board of the Eastern Kern County Resource Conservation District (EKCRCDD). She provides many comments from her Board with respect to the workshop, Groundwater Pumping Assessment Data Package, and the proposed fees. All water users and uses of groundwater within the groundwater basin boundaries of Kern, Inyo, and San Bernardino counties should pay fair and equitable fees to pump water. Notification for this workshop to property owners, especially rural and absentee property owners, was inadequate and insufficient. The data assessment states on page 4 that “The accuracy and completeness of groundwater pumping information within the Indian Wells Valley groundwater basin is extremely important to the GA’s mandate to manage groundwater supplies.” Yet, the data assessment itself confirms that table 1 & 2 under item 6 are not accurate nor complete. How can the IWVGA impose groundwater extraction fees, when it does not base those fees on accurate and complete data? A clear explanation and chart of current production numbers should

be developed. The assessment requires clarity on numbers of metered wells, non-metered wells, and de-minimis wells. Why was the time frame for collecting the fees changed from 17 months to 29 months? The EKCRCDC urges the IWVGA to put trust in the PAC and TAC committees and allow them to carry out their responsibilities and opportunities.

The PAC plans to present the Proposed Outreach Plan at the next IWVGA meeting.

#### **5. TECHNICAL ADVISORY COMMITTEE (TAC) COMMENTS – 30 minutes total time for this item:**

Chairperson Adam Bingham opens the floor to TAC members present.

Eddy Teasdale explains the two variables that went into calculating the pumping fee; numerator (cost) and denominator (volume pumped). He suggests that research of GSP development costs of other basins be compared to our costs. What could be done to shrink the GSP costs? What other data could be used to help with costs? What additional monies could be applied for to help with costs? Where did the volume estimates come from? There could be errors in the volumes presented. We need to ensure there aren't and that the numbers are defensible. Mr. Teasdale suggests that a type of guidance document be developed to help the TAC, PAC, and public understand how this data will be used.

Michael Powell comments that Rand Community Water District had to become sustainable after wells went dry. Some things are lopsided regarding the funding aspect, yet he feels everything will work out.

Don Decker expresses his concern that the IWVGA Board is rushing this incomplete proposal through without significantly involving the PAC or TAC in review and that public involvement has been minimal. It is also not clear that the funds generated by this proposal will be allocated and spent wisely. The proposed volumetric fee obviously puts the greatest burden on those pumpers using the greatest quantities of water. The amount of the fee is a legitimate concern, yet the responsibility that the fee implies is not. The domestic de-minimis pumpers, as defined in SGMA, are not subject to the volumetric fee at the present time. The de-minimis pumpers are actually responsible for a very small fraction of the total water pumped in the basin even though these pumpers own the great majority of the basin wells. Mr. Decker strongly recommends that the IWVGA Board appoint a standing committee to monitor tasks, progress, and expenditures in detail, in accord with the approved Plan of Actions and Milestones (POAM).

#### **6. IWVGA BOARD COMMENTS/DISCUSSION:**

Commander Longbottom reiterates that though the Navy cannot pay fees, it has significantly contributed to the IWVGA. The Navy has invested \$1.9 million in water reduction on the base. The Navy's consumption is only 6.5% of the valley and it intends to drop down to 6% by the end of 2018. The Navy has contributed \$1.5 million dollars of in-kind services to the IWVGA, which based on Navy water usage equates to \$470 per acre-foot per year in consideration.

Ryan Klausch comments that if the BLM had the money, it would contribute. Most of the water used by the BLM is natural spring water, with some wells outside of the basin used by farmers.

Bob Page also requests that complete information be provided prior to a final decision on the proposed pumper's fee.

Mr. Worth clarifies that the reason there are additional numbers in the budget is because as staff refined the numbers, Stetson Engineers added amounts which may be incurred moving forward for the IWVGA. Another item discussed was reimbursements costs for Kern County, City of Ridgecrest, and IWVWD. Staff was advised that Kern County and IWVWD would not seek any cost reimbursement. The additional \$250,000 added to the legal costs were due to the special counsel responsible for potentially defending the GSP against any challenges that may occur. After the GSP is adopted it will need to be validated by special legal counsel, which can accrue further costs, thus the additional \$250,000.

Ron Strand comments that the City of Ridgecrest is providing in-kind services which includes staff time. However, the City of Ridgecrest is seeking reimbursement due to the additional legal fees which they are incurring outside of its budget. Mr. Strand feels it is justified to ask for reimbursement because the IWVGA is a new government agency which has the ability to tax. Most of the citizens of Ridgecrest already pay water bills to the IWVWD which would result in the residents “getting hit twice”.

Peter Brown clarifies that when Chuck Griffin was speaking, he was doing so as a member of the public. Mr. Brown speaks on behalf of the IWVWD Board. Mr. Brown comments that the IWVGA Board has the ability to borrow money and that option isn't off the table yet. He comments that if the reserve went from 20% to 10%, it would make a substantial difference. Or if he convinced the IWVWD Board to let the \$500,000, which was advanced to the IWVGA from the Water District, ride, it could significantly drop the costs.

Chairwoman Breeden adds that the City of Ridgecrest asked for reimbursement because it does not derive income from water. She thanks the PAC and TAC for their outstanding work thus far.

Mick Gleason comments that he will ask staff for well inventory of Kern County.

Keith Lemieux defines the difference between parcel tax and pump fee.

Mick Gleason asks Lorelei Oviatt to independently review how the IWVGA Board is using the PAC and TAC. Perhaps there is a better way the Board can utilize the committees to their full potential. He concludes saying that this Board will not target one specific group, with respect to the fees. Everyone will have to pay their fair share.

Bob Page states he requested the 20% reserve, a standard for municipal finances, and cautions those who compare our basin costs to other basins because the comparison may not be completely accurate. The IWVGA Board will continue to include the public in this process. Mr. Page recommends that the Board at least discusses their next step no later than the May meeting.

## **7. CLOSING COMMENTS:**

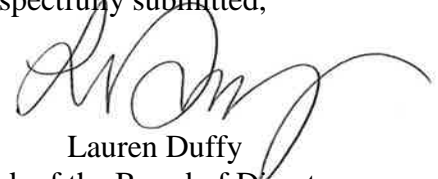
None.

## **8. ADJOURN:**

With no further business to come before the Board, the meeting is adjourned at 8:15 p.m.

**All comment letters turned into the Clerk of the Board will be filed with the minutes of the April 5, 2018 IWVGA Workshop.**

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Lauren Duffy', with a long, sweeping flourish extending to the right.

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





2171 E. Francisco Blvd., Suite K • San Rafael, California 94901  
 Phone: (415) 457-0701 • FAX: (415) 457-1638 • Website: [www.stetsonengineers.com](http://www.stetsonengineers.com)  
 Northern California • Southern California • Arizona • Colorado • Oregon

## Invoice

County of Kern  
 County Administrative Office  
 1115 Truxtun Ave., 5th Floor  
 Bakersfield CA 93301  
 ATTN.: Mr. Alan Christensen

**Invoice Number: 2652-08**

**Invoice Date: 5/2/2018**

Project #: 2652

**Indian Wells Valley Groundwater Authority**

Professional Services through 3/31/2018

### **Water Resources Management**

#### **01 - Prep & Attend Board, PAC & TAC Mtgs/Consult w/ Authority & Committees to Dev**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	26.50	\$230.00	\$6,095.00
Supervisor I	11.50	\$200.00	\$2,300.00
Associate I	11.25	\$115.00	\$1,293.75
Associate III	5.50	\$105.00	\$577.50
<i>Professional Services Subtotal:</i>			<u>\$10,266.25</u>

Reimbursables	Charge
Reproduction (Color: 11"x17")	\$141.75
Reproduction (Color)	\$578.50
Mileage	\$305.20
Telephone - Conference Call	\$7.50
Reimbursables Subtotal:	<u>\$1,032.95</u>

*Prep & Attend Board, PAC & TAC Mtgs/Consult w/ Authority & Committees to Dev* \$11,299.20

#### **03 - Review of Basin GW Model - GSP Compliance/Prep HCM**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor II	13.00	\$185.00	\$2,405.00
Assistant III	0.75	\$85.00	\$63.75
<i>Professional Services Subtotal:</i>			<u>\$2,468.75</u>

*Review of Basin GW Model - GSP Compliance/Prep HCM Subtotal:* \$2,468.75

#### **04.01 - Data Gaps**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.50	\$230.00	\$805.00
<i>Professional Services Subtotal:</i>			<u>\$805.00</u>
<i>Data Gaps Subtotal:</i>			<u>\$805.00</u>

#### **04.02 - Data Management System**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	7.50	\$230.00	\$1,725.00
Associate I	10.00	\$115.00	\$1,150.00
Aide II	3.75	\$60.00	\$225.00
<i>Professional Services Subtotal:</i>			<u>\$3,100.00</u>

*Data Management System Subtotal:* \$3,100.00

#### **04.03 - Ramboll/GeoGIS**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
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**04.03 - Ramboll/GeoGIS****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.00	\$200.00	\$200.00
Associate I	1.00	\$115.00	\$115.00
<i>Professional Services Subtotal:</i>			<u>\$315.00</u>
<i>Ramboll/GeoGIS Subtotal:</i>			<u>\$315.00</u>

**05 - Project Management Costs & Schedule****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	3.50	\$200.00	\$700.00
Associate I	12.25	\$115.00	\$1,408.75
<i>Professional Services Subtotal:</i>			<u>\$2,108.75</u>
<i>Project Management Costs &amp; Schedule Subtotal:</i>			<u>\$2,108.75</u>

**05A - POAM****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.00	\$200.00	\$200.00
Associate I	15.50	\$115.00	\$1,782.50
Administrative II	1.00	\$65.00	\$65.00
<i>Professional Services Subtotal:</i>			<u>\$2,047.50</u>
<i>POAM Subtotal:</i>			<u>\$2,047.50</u>

**06 - IWVGW Basin 3rd Party Sustainability/Safe Yield Rev (GSP Compliance)/Numeric****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$230.00	\$345.00
Supervisor I	0.50	\$200.00	\$100.00
Supervisor II	15.00	\$185.00	\$2,775.00
<i>Professional Services Subtotal:</i>			<u>\$3,220.00</u>

**Reimbursables**

	<u>Charge</u>
Commercial Travel	\$61.80
<i>Reimbursables Subtotal:</i>	<u>\$61.80</u>

*IWVGW Basin 3rd Party Sustainability/Safe Yield Rev (GSP Compliance)/Numerica* \$3,281.80

**07 - IWVGW Basin Opptys & Constraints for Alt Imported Water Supplies****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	2.00	\$230.00	\$460.00
Supervisor I	7.00	\$200.00	\$1,400.00
Associate I	13.50	\$115.00	\$1,552.50
Associate III	0.25	\$105.00	\$26.25
Assistant II	20.50	\$90.00	\$1,845.00
<i>Professional Services Subtotal:</i>			<u>\$5,283.75</u>

**Reimbursables**

	<u>Charge</u>
Reproduction	\$99.42
<i>Reimbursables Subtotal:</i>	<u>\$99.42</u>

*IWVGW Basin Opptys & Constraints for Alt Imported Water Supplies Subtotal:* \$5,383.17

**09 - Other Ongoing Studies/Review (Brackish Water, USGS Recharge, Subsidence, Geop****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	4.50	\$230.00	\$1,035.00
Supervisor I	5.00	\$200.00	\$1,000.00
Supervisor II	9.50	\$185.00	\$1,757.50

**09 - Other Ongoing Studies/Review (Brackish Water, USGS Recharge, Subsidence, Geop**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Assistant II	37.00	\$90.00	\$3,330.00
<i>Professional Services Subtotal:</i>			<i>\$7,122.50</i>
<b>Reimbursables</b>			<u>Charge</u>
Mileage			\$152.60
<i>Reimbursables Subtotal:</i>			<i>\$152.60</i>
<i>Other Ongoing Studies/Review (Brackish Water, USGS Recharge, Subsidence, Geop</i>			<i>\$7,275.10</i>

**10 - Stakeholder/SWR Coordination for GSP**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	2.50	\$230.00	\$575.00
<i>Professional Services Subtotal:</i>			<i>\$575.00</i>
<i>Stakeholder/SWR Coordination for GSP Subtotal:</i>			<i>\$575.00</i>

**11.01 - GSP Projects & Testing: Monitoring Wells**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor II	3.00	\$185.00	\$555.00
<i>Professional Services Subtotal:</i>			<i>\$555.00</i>
<i>GSP Projects &amp; Testing: Monitoring Wells Subtotal:</i>			<i>\$555.00</i>

**12 - SDAC Projects: Water Conservation & Rebate Program**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	2.00	\$200.00	\$400.00
Senior II	8.50	\$145.00	\$1,232.50
<i>Professional Services Subtotal:</i>			<i>\$1,632.50</i>
<i>SDAC Projects; Water Conservation &amp; Rebate Program Subtotal:</i>			<i>\$1,632.50</i>

**13 - SDAC Projects: Water Audit, Leak Detection & Leak Rpr Program**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior II	39.00	\$145.00	\$5,655.00
<i>Professional Services Subtotal:</i>			<i>\$5,655.00</i>
<i>SDAC Projects: Water Audit, Leak Detection &amp; Leak Rpr Program Subtotal:</i>			<i>\$5,655.00</i>

**14 - Pumping Assessment Support**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	23.50	\$230.00	\$5,405.00
Supervisor I	9.50	\$200.00	\$1,900.00
Associate I	55.00	\$115.00	\$6,325.00
Associate III	3.50	\$105.00	\$367.50
<i>Professional Services Subtotal:</i>			<i>\$13,997.50</i>
<b>Reimbursables</b>			<u>Charge</u>
Telephone - Conference Call			\$18.50
<i>Reimbursables Subtotal:</i>			<i>\$18.50</i>
<i>Pumping Assessment Support Subtotal:</i>			<i>\$14,016.00</i>
<b>Water Resources Management Subtotal:</b>			<b>\$60,517.77</b>

**\*\*\* Invoice Total \*\*\*****\$60,517.77**



## **REIMBURSABLES SUMMARY**

County of Kern  
County Administrative Office  
1115 Truxtun Ave., 5th Floor  
Bakersfield CA 93301  
ATTN.: Mr. Alan Christensen

**Invoice Number: 2652-08**

**Invoice Date: 5/2/2018**

Project #: 2652

**Indian Wells Valley Groundwater Authority**

Professional Services through 3/31/2018

### **Water Resources Management**

#### **01 - Prep & Attend Board,PAC & TAC Mtgs/Consult w/ Authority & Committees to Dev GSP**

##### **Reimbursables**

<u>Description</u>	<u>Date</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Charge</u>	<u>Notes</u>
Mileage	03/01/2018	280.00	\$0.545	\$152.60	
Telephone - Conference Call	03/09/2018	1.00	\$7.50	\$7.50	
Mileage	03/15/2018	280.00	\$0.545	\$152.60	
Reproduction (Color)	03/31/2018	650.00	\$0.89	\$578.50	
Reproduction (Color: 11"x17")	03/31/2018	75.00	\$1.89	\$141.75	
Prep & Attend Board,PAC & TAC Mtgs/Consult w/ Authority &				\$1,032.95	

#### **06 - IWVGW Basin 3rd Party Sustainability/Safe Yield Rev (GSP Compliance)/Numerical GW Model**

##### **Reimbursables**

<u>Description</u>	<u>Date</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Charge</u>	<u>Notes</u>
Commercial Travel	03/01/2018	1.00	\$30.90	\$30.90	
Commercial Travel	03/01/2018	1.00	\$30.90	\$30.90	
IWVGW Basin 3rd Party Sustainability/Safe Yield Rev (GSP				\$61.80	

#### **07 - IWVGW Basin Oppty's & Constraints for Alt Imported Water Supplies**

##### **Reimbursables**

<u>Description</u>	<u>Date</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Charge</u>	<u>Notes</u>
Reproduction	02/28/2018	1.00	\$42.32	\$42.32	
Reproduction	03/07/2018	1.00	\$57.10	\$57.10	
IWVGW Basin Oppty's & Constraints for Alt Imported Water Supplies				\$99.42	

#### **09 - Other Ongoing Studies/Review (Brackish Water, USGS Recharge, Subsidence, Geophysical Studies, Recycl**

##### **Reimbursables**

<u>Description</u>	<u>Date</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Charge</u>	<u>Notes</u>
Mileage	03/15/2018	280.00	\$0.545	\$152.60	
Other Ongoing Studies/Review (Brackish Water, USGS Recharge,				\$152.60	

#### **14 - Pumping Assessment Support**

##### **Reimbursables**

<u>Description</u>	<u>Date</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Charge</u>	<u>Notes</u>
Telephone - Conference Call	03/26/2018	1.00	\$18.50	\$18.50	
Pumping Assessment Support Sub-Total:				\$18.50	



Jean Moran

**From:** etickets@amtrak.com  
**Sent:** Wednesday, February 28, 2018 7:25 PM  
**To:** Jean Moran  
**Subject:** Amtrak: eTicket and Receipt for Your 03/01/2018 Trip - JEAN MORAN  
**Attachments:** Moran Jean 201802282224430982.pdf

## SALES RECEIPT



Purchased: 02/28/2018 7:24 PM PTThank you for your purchase.

1. Retain this receipt for your records.
2. Print the attached eTicket and carry during your trip.

Merchant ID 006241 Massachusetts Ave NWWashington, DC 20001800-USA-RAILAmtrak.com

**Reservation Number - DB4961** OLD TOWN SN DIE,  
**CA - FULLERTON, CA (One-Way)** FEBRUARY 28, 2018  
**Billing Information**

JEAN MORAN3020 BRIDGEWAYSALITO, CA 94965

**Visa** ending in 4915 (Purchase)Authorization Code 092442

**Total \$30**

## Purchase Summary - Ticket Number 0590624610820

**Train 761: SAN DIEGO (OLD TOWN), CA - FULLERTON, CA** Depart 4:07 AM,  
Thursday, March 1, 2018  
1 UNRESERVED COACH SEAT

**\$30.90**

**Ticket Terms & Conditions**NO TVL 30MAR18-01APR18,25-28MAY18,31AUG18-03SEP18,20-22NOV18,24-26NOV18,22NO TRVL 31AUG-03SEP18

**Subtotal**

**\$30.90**

**Total Charged by Amtrak**

**\$30.90**

Jean Moran

**From:** etickets@amtrak.com  
**Sent:** Thursday, March 1, 2018 6:55 PM  
**To:** Jean Moran  
**Subject:** Amtrak: eTicket and Receipt for Your 03/01/2018 Trip - JEAN MORAN  
**Attachments:** Moran Jean 201803012154340714.pdf

## SALES RECEIPT



Purchased: 03/01/2018 6:54 PM PTThank you for your purchase.

1. Retain this receipt for your records.
2. Print the attached eTicket and carry during your trip.

Merchant ID 007301 Massachusetts Ave NWWashington, DC 20001800-USA-RAILAmtrak.com

**Reservation Number - DC6E3C** FULLERTON, CA - OLD TOWN SN DIE, CA (One-Way) MARCH 1, 2018  
**Billing Information**

JEAN MORAN3020 BRIDGEWAYSALITO, CA 94965

**Visa** ending in 4915 (Purchase)Authorization Code 085433

**Total \$30.90**

## Purchase Summary - Ticket Number 0600730659932

**Train 590: FULLERTON, CA - SAN DIEGO (OLD TOWN), CA** Depart 7:46 PM,  
Thursday, March 1, 2018  
1 UNRESERVED COACH SEAT

**\$30.90**

**Ticket Terms & Conditions** NO TVL 30MAR18-01APR18,25-28MAY18,31AUG18-03SEP18,20-22NOV18,24-26NOV18,22NO TRVL 31AUG-03SEP18

**Subtotal**

**\$30.90**

**Total Charged by Amtrak**

**\$30.90**

# BOOMERANG

**BLUEPRINT & Reprographics, Inc**

3425 Pomona Blvd Unit A, Pomona CA 91768-3258  
(909) 594-BLUE (2583) [ReturningChamp.com](http://ReturningChamp.com)



## Delivery Slip

Date	Invoice #
2/28/2018	295776

Ship To

STETSON ENGINEERS, INC.  
861 VILLAGE OAKS DR STE 100  
COVINA, CA 91724

**DELIVERY RECEIPT.  
DO NOT PAY.**

P.O. No.		Ordered By	Ship Date	Time Due	Terms	
2652-01.07		KAREN BRUNELLE	2/28/2018	9AM	Net 30	
Reference		Blanket PO	Ship Via	Work Order No.	Invoice Via	
ALT WATER OPS			BOOMERANG	58842	Del Slip/Email	
No. Origs.	Prints Each	Description	Total Ea/Sq. Ft.	Rate	Amount	
1	1	6 SQ FT LARGE FORMAT COLOR COPY	6	2.25	13.50T	
1	1	PLOT SET-UP	1	3.50	3.50T	
1	1	6 SQ FT MOUNTING	6	2.95	17.70T	
1	1	DELIVERY 1-WAY	1	3.95	3.95T	
				Subtotal	\$38.65	
				Sales Tax (9.5%)	\$3.67	
				<b>Total Due</b>	<b>\$42.32</b>	

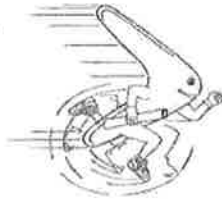
*Boomerang Blueprint - The Returning Champion!*



# BOOMERANG

BLUEPRINT & Reprographics, Inc

3425 Pomona Blvd Unit A, Pomona CA 91768-3258  
(909) 594-BLUE (2583) ReturningChamp.com



## Delivery Slip

Date	Invoice #
3/7/2018	295868

Ship To

STETSON ENGINEERS, INC.  
861 VILLAGE OAKS DR STE 100  
COVINA, CA 91724

**DELIVERY RECEIPT.**  
**DO NOT PAY.**

2652-01.07

P.O. No.		Ordered By	Ship Date	Time Due	Terms
INDIAN WELLS VALLEY		KAREN BRUNELLE	3/7/2018	AM	Net 30
Reference		Blanket PO	Ship Via	Work Order No.	Invoice Via
LANDSCAPE POS			BOOMERANG	58933	Del Slip/Email
No. Origs.	Prints Each	Description	Total Ea/Sq. Ft.	Rate	Amount
1	1	6 SQ FT LARGE FORMAT COLOR COPY	6	4.50	27.00T
		PRESENTATION			
1	1	PLOT SET-UP	1	3.50	3.50T
1	1	6 SQ FT MOUNTING	6	2.95	17.70T
1	1	DELIVERY 1-WAY	1	3.95	3.95T
				Subtotal	\$52.15
				Sales Tax (9.5%)	\$4.95
				<b>Total Due</b>	<b>\$57.10</b>

Boomerang Blueprint - The Returning Champion!

Account No.	Invoice No.	Invoice Date	Due Date	Amount Due	Currency
B285939	I - 1323608	4/14/2018	5/14/2018	142.30	USD

Conference date 3/26/2018 11:30:04

Duration 00:47

Meeting # 209509619

Room # 9678202

Contact: Magguli Lori

TLM Account Code

2652-001:14 ~~3704~~

Line	Participant	Phone Number	Item	Start time	Time zone	Quantity	Amount
1	AUDIO_CHAIR	6269678203	Meeting Center Toll Free	3/26/2018 11:29:56	US-CO	47.00 mn	4.70
2	Restricted	Restricted	Meeting Center Toll Free	3/26/2018 11:30:25	US-CO	46.00 mn	4.60
3	7073640750	7073640750	Meeting Center Toll Free	3/26/2018 11:30:34	US-CO	46.00 mn	4.60
4	6613804647	6613804647	Meeting Center Toll Free	3/26/2018 11:30:36	US-CO	46.00 mn	4.60

**Total Cost 18.50**

**Indian Wells Valley Groundwater Authority JPA Fund**  
**Fund No. 42927**  
**FY 2017-18**

Beginning Balance	\$	74,364.80
Current	\$	25,058.49

PENDING	SENT TO DWR
---------	-------------

Date	Category	Description	Amount	Balance
9/14/2017	Expense	USGS Recharge Study - 3/01/17 - 6/30/17	\$ 10,335.00	\$ 64,029.80
10/23/2017	Expense	Stetson Engineers - 8/01/17 - 8/31/17	\$ 20,530.56	\$ 43,499.24
12/5/2017	Expense	Stetson Engineers - 9/01/17 - 9/30/17	\$ 42,499.24	\$ 1,000.00
1/17/2018	Deposit	IWVWD Advance	\$ 100,000.00	\$ 101,000.00
		Remaining Balance - Stetson Engineers		
1/22/2018	Expense	9/01/17 - 9/30/17	\$ 15,577.75	\$ 85,422.25
1/31/2018	Expense	USGA Recharge Study - 7/101/17 - 9/30/17	\$ 32,662.04	\$ 52,760.21
2/13/2018	Deposit	IWVWD Advance	\$ 48,239.79	\$ 101,000.00
2/14/2018	Expense	Stetson Engineers - 10/01/17 - 10/31/17	\$ 66,241.27	\$ 34,758.73
3/15/2018	Deposit	DWR Reimbursement	\$ 9,818.25	\$ 44,576.98
3/23/2018	Deposit	IWVWD Advance	\$ 66,241.27	\$ 110,818.25
4/11/2018	Expense	Stetson Engineers - 11/01/17 - 11/30/17	\$ 41,080.36	\$ 69,737.89
4/11/2018	Expense	USGS Recharge Study - 10/01/17 - 12/31/17	\$ 22,301.48	\$ 47,436.41
4/25/2018	Expense	Daily Independent - Workshop Notice	\$ 76.44	\$ 47,359.97
5/9/2018	Expense	USGS Recharge Study - 1/01/18 - 2/28/18	\$ 22,301.48	\$ 25,058.49

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	2017				2018								
	September	October	November	December	January	February	March	April	May	June	July	August	September
Expenses													
Stetson Engineers <sub>1</sub>		\$ 20,530.56		\$ 42,499.24	\$ 15,577.75	\$ 66,241.27		\$ 41,080.36		\$ 58,764.60	\$ 88,417.08	\$ 76,971.03	
USGS <sub>2</sub>	\$ 10,335.00				\$ 32,662.04			\$ 22,301.48	\$ 22,301.48				
<b>Total Expenses</b>	\$ 10,335.00	\$ 20,530.56	\$ -	\$ 42,499.24	\$ 48,239.79	\$ 66,241.27	\$ -	\$ 63,381.84	\$ 22,301.48	\$ 58,764.60	\$ 88,417.08	\$ 76,971.03	\$ -
Income													
Member Contributions	\$ 74,364.80												
DWR <sub>3</sub>							\$ 9,818.25			\$ 22,734.08			
IWVWD <sub>4</sub>					\$ 100,000.00	\$ 48,239.79	\$ 66,241.27		\$ 63,381.84	\$ 22,301.48	\$ 58,764.60	\$ 88,417.08	\$ 52,653.94
<b>Total Income</b>	\$ 74,364.80		\$ -	\$ -	\$ 100,000.00	\$ 48,239.79	\$ 76,059.52	\$ -	\$ 63,381.84	\$ 45,035.56	\$ 58,764.60	\$ 88,417.08	\$ 52,653.94
<b>Total Net</b>	\$ 64,029.80	\$ 43,499.24	\$ 43,499.24	\$ 1,000.00	\$ 52,760.21	\$ 34,758.73	\$ 110,818.25	\$ 47,436.41	\$ 88,516.77	\$ 74,787.73	\$ 45,135.25	\$ 56,581.30	\$ 109,235.24

IWVWD Advance thru August 2018	\$ 500,000.00
Actual & Estimated Expenses thru Aug.	\$ 447,346.06
Remaining	\$ 52,653.94

#### Notes

- <sub>1</sub> - October payment - Covers August expenses  
December payment - Due to cash flow issues, only a partial payment was made for September expenses  
January payment - Covers remaining balance of September invoice  
February payment - Covers October expenses  
April payment - Covers November expenses  
June payment - Covers December expenses  
July payment - Covers January 2018 expenses  
August payment - Covers February 2018 expenses
- <sub>2</sub> - September payment covers Q1  
January payment - Covers Q2  
April payment - Covers Q3  
May payment - Covers Q4 - Final invoice
- <sub>3</sub> - March reimbursement - Covers September USGS invoice with DWR retaining 5%  
June reimbursement - Covers partial Stetson payments made in October and December with DWR retaining 5%

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY PLAN (GSP) DEVELOPMENT  
POAM SCHEDULE - DRAFT (May 8, 2018)

ID	Task Name	Task Responsibility	Predecessors	Budget	Actual Cost	Remaining Cost	Start	Finish	% Complete	2017				2018				2019					
										Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	
0	POAM billing data through 03/31/18																						
1	Water Resources Manager Starts Work - August 2017	-			\$0.00	\$0.00	Thu 8/17/17	Thu 8/17/17	99%														
2	Task 1.0 Initial GSP Support Studies	-			\$0.00	\$0.00	Fri 1/1/16	Thu 6/21/18	0%														
3	USGS Recharge Study - Grant Funded	USGS / Kern County			\$0.00	\$0.00	Mon 5/1/17	Thu 5/17/18	93%														
4	Brackish Groundwater Resources FS- Brackish Groundwater Study Group Funded	IWVWD / Others			\$0.00	\$0.00	Mon 5/1/17	Thu 6/21/18	0%														
5	Aerial Electro-Magnetic Geophysics Survey- Government and Local Funding	IWVWD / Others			\$0.00	\$0.00	Fri 9/1/17	Thu 5/17/18	85%														
6	Well Database Groundwater Truthing Study	IWVWD / Others			\$0.00	\$0.00	Wed 8/23/17	Wed 12/20/17	0%														
7	Salt and Nutrient Management Plan	IWVWD / Others			\$0.00	\$0.00	Fri 1/1/16	Fri 12/29/17	100%														
8	Loading Analysis (Existing)	IWVWD / Ridgecrest			\$0.00	\$0.00	Fri 1/1/16	Fri 12/29/17	100%														
9	Mixing Model Development (Existing)	IWVWD / Ridgecrest	8SS		\$0.00	\$0.00	Fri 1/1/16	Fri 12/29/17	100%														
10	Reporting and Coordination	IWVWD / Ridgecrest	8SS,9SS		\$0.00	\$0.00	Fri 1/1/16	Fri 12/29/17	100%														
11	Task 2.0 Proposition 1 SGMA GSP Development Grant Application	-		\$62,880	\$56,590.69	\$6,289.36	Fri 9/8/17	Wed 11/15/17	90%														
12	Release final PSP	DWR			\$0.00	\$0.00	Fri 9/8/17	Fri 9/8/17	0%														
13	Prepare Project Application	Stetson	1	\$62,880	\$56,590.69	\$6,289.36	Mon 9/11/17	Tue 11/14/17	90%														
14	Submit Project Application	Stetson	13		\$0.00	\$0.00	Wed 11/15/17	Wed 11/15/17	0%														
15	Task 3.0 Data Management System	-		\$357,400	\$79,462.90	\$277,817.77	Thu 8/3/17	Mon 12/2/19	22%														
16	Task 3.1 Data Management System Development	-			\$48,595.57	\$10.42	Wed 8/23/17	Wed 1/31/18	99%														
17	Develop a Web-Based GeoDatabase (DMS)	Stetson	1	\$48,605	\$48,595.57	\$10.42	Wed 8/23/17	Wed 1/31/18	99%														
18	Task 3.2 Data Compilation and Analysis	-			\$30,867.33	\$277,807.35	Thu 8/3/17	Mon 12/2/19	10%														
19	Develop Monitoring Protocols for the GSP	Stetson		\$30,900	\$0.00	\$30,900.36	Thu 3/1/18	Tue 7/31/18	0%														
20	Populate Data with Historical Data	Stetson		\$54,200	\$30,867.33	\$23,332.67	Fri 12/15/17	Fri 11/30/18	57%														
21	Install Transducers and Telemetry Equipment	Stetson		\$179,700	\$0.00	\$179,674.02	Fri 6/1/18	Mon 4/29/19	0%														
22	Integrate GSP Goals and Objectives – Adaptive Management	Stetson		\$43,900	\$0.00	\$43,900.30	Mon 4/1/19	Thu 6/27/19	0%														
23	Monitoring Program - Kern County Water Agency and Navy Funded	KCWA / Navy			\$0.00	\$0.00	Thu 8/3/17	Mon 12/2/19	0%														
24	Task 4.0 GSP Development and Submittal	-		\$1,430,100	\$141,476.75	\$1,289,497.58	Thu 8/17/17	Mon 12/30/19	10%														
25	Task 4.1 Prepare/Submit Notification of GSP Preparation to DWR and Local Agencies and Post on Website	-	1		\$0.00	\$0.00	Tue 10/17/17	Tue 10/17/17	100%														
26	Task 4.2 Conceptual and Numerical Basin Modeling	-		\$305,800	\$58,418.56	\$247,411.07	Thu 8/17/17	Wed 5/1/19	19%														
27	Hydrogeologic Conceptual Model			\$31,400	\$15,494.80	\$15,905.20	Wed 10/18/17	Thu 11/1/18	49%														
28	Prepare/Review Hydrogeologic Conceptual Model	Stetson	25		\$15,494.80	\$15,905.20	Wed 10/18/17	Tue 6/19/18	49%														
29	Discussion of Hydrogeologic Conceptual Model	TAC			\$0.00	\$0.00	Thu 6/28/18	Wed 10/31/18	0%														
30	Discussion of Water Budget	TAC			\$0.00	\$0.00	Thu 2/1/18	Thu 11/1/18	0%														
31	Numerical Groundwater Model	-		\$274,400	\$42,923.76	\$231,505.87	Thu 8/17/17	Wed 5/1/19	16%														
32	Review and Evaluation of Existing Groundwater Model	Stetson		\$31,400	\$29,874.32	\$1,554.17	Thu 8/17/17	Fri 12/29/17	95%														
33	Model: Historical Model Calibration	Navy / DRI / Stetson	32	\$58,000	\$13,049.45	\$44,950.55	Thu 5/10/18	Wed 10/31/18	23%														
34	Historical and Baselin Recharge and Pumping Workshop	TAC			\$0.00	\$0.00	Thu 6/28/18	Thu 6/28/18	0%														
35	Calibration Workshop	TAC			\$0.00	\$0.00	Wed 8/15/18	Wed 8/15/18	0%														
36	Complete Basin Model Calibration	Stetson	33,35		\$0.00	\$0.00	Thu 11/1/18	Thu 11/1/18	0%														
37	Discussion and Recommendation of Model Calibration	TAC	35		\$0.00	\$0.00	Thu 9/6/18	Thu 10/4/18	0%														

Project: POAM billing data through 03/31/18  
Date: Tue 5/8/18

Task  
Critical Task  
Milestone  
Summary  
Rolled Up Task

Rolled Up Critical Task  
 Rolled Up Milestone  
 Rolled Up Progress  
 Split  
 External Tasks

Project Summary  
 Group By Summary  
 Inactive Milestone  
 Inactive Summary  
 Manual Task

Duration-only  
 Manual Summary Rollup  
 Manual Summary  
 Start-only  
 Finish-only

External Tasks  
 External Milestone  
 Critical  
 Critical Split  
 Baseline

Baseline Milestone  
 Baseline Summary  
 Progress  
 Deadline

Baseline Milestone  
 Baseline Summary  
 Progress  
 Deadline

Baseline Milestone  
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 Progress  
 Deadline

Baseline Milestone  
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Baseline Milestone  
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Baseline Milestone  
 Baseline Summary  
 Progress  
 Deadline

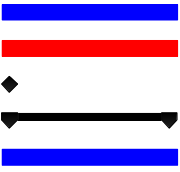
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 Baseline Summary  
 Progress  
 Deadline

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY PLAN (GSP) DEVELOPMENT  
POAM SCHEDULE - DRAFT (May 8, 2018)

ID	Task Name	Task Responsibility	Predecessors	Budget	Actual Cost	Remaining Cost	Start	Finish	% Complete	2017				2018				2019				Q1
										Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
38	Model: Baseline	Navy / DRI / Stetson	32,36FF+21 days		\$0.00	\$0.00	Wed 9/5/18	Fri 11/30/18	0%													
39	Discussion and Recommendation of 4 Modeling Scenarios	TAC	28FS-37 days,80,88		\$0.00	\$0.00	Thu 8/2/18	Fri 11/2/18	0%													
40	Discussion of Initial Sustainable Management Criteria	TAC			\$0.00	\$0.00	Thu 7/12/18	Fri 11/2/18	0%													
41	Model: Management Actions	DRI / Stetson	39,38FS-20 days,40,37	\$78,000	\$0.00	\$78,001.15	Mon 11/5/18	Fri 3/1/19	0%													
42	Discussion of Baseline and Management Action Modeling Results	DRI/TAC	41SS+23 days		\$0.00	\$0.00	Thu 12/6/18	Fri 3/29/19	0%													
43	Complete Modeling of Management Actions	DRI	41		\$0.00	\$0.00	Mon 3/4/19	Mon 3/4/19	0%													
44	Recommendation of Management Actions for GSP	TAC	42		\$0.00	\$0.00	Mon 4/1/19	Mon 4/1/19	0%													
45	Discussion and Recommendation of Sustainable Management Criteria	TAC	42SS		\$0.00	\$0.00	Thu 12/6/18	Fri 3/29/19	0%													
46	Model: Transport Modeling and Alternative Effects of Land Subsidence	DRI / Stetson	71	\$107,000	\$0.00	\$107,000.00	Thu 12/6/18	Mon 4/1/19	0%													
47	Discussion and Recommendation of Transport Modeling and Land Subsidence	DRI / Stetson	46SS+20 days		\$0.00	\$0.00	Thu 1/3/19	Wed 5/1/19	0%													
48	Task 4.3 Data Gap Evaluation	-		\$721,700	\$8,790.00	\$713,673.03	Fri 12/15/17	Tue 12/3/19	2%													
49	Review Existing Model and Monitoring Network	Stetson		\$42,400	\$0.00	\$42,399.79	Fri 12/15/17	Mon 12/31/18	0%													
50	Identification of Data Gaps	Stetson		\$24,300	\$8,235.00	\$16,064.97	Mon 4/2/18	Fri 8/30/19	34%													
51	Monitoring Wells	-			\$555.00	\$140,752.57	Thu 4/5/18	Tue 12/3/19	0%													
52	Site Evaluation	Stetson		\$14,900	\$555.00	\$14,344.61	Mon 7/15/19	Fri 8/30/19	1%													
53	Discussion of Location Siting	TAC			\$0.00	\$0.00	Thu 4/5/18	Fri 8/31/18	0%													
54	Work Plan and Well Construction	-		\$70,100	\$0.00	\$70,107.62	Thu 4/5/18	Tue 12/3/19	0%													
55	Permitting and Work Plan	Stetson			\$0.00	\$0.00	Thu 4/5/18	Tue 9/4/18	0%													
56	Installation of Monitoring Wells 2018	Navy/Stetson			\$0.00	\$0.00	Fri 6/1/18	Mon 12/31/18	0%													
57	Installation of Monitoring Wells 2019	Navy/Stetson	56		\$0.00	\$0.00	Tue 1/1/19	Tue 12/3/19	0%													
58	Collection of Monitoring Well Data	-		\$56,300	\$0.00	\$56,300.34	Thu 12/20/18	Mon 12/2/19	0%													
59	Stream Gages	-			\$0.00	\$148,507.20	Fri 6/1/18	Tue 11/13/18	0%													
60	Hydrologic Analysis	Stetson		\$21,300	\$0.00	\$21,297.40	Fri 6/1/18	Fri 8/17/18	0%													
61	Discussion of Location Siting	TAC			\$0.00	\$0.00	Mon 6/4/18	Mon 7/30/18	0%													
62	Design and Location Siting	Stetson		\$41,600	\$0.00	\$41,615.30	Mon 6/4/18	Fri 8/17/18	0%													
63	Equipment Purchase, Installation, and Testing	Stetson		\$85,600	\$0.00	\$85,594.50	Tue 7/17/18	Tue 11/13/18	0%													
64	Weather Stations	-			\$0.00	\$84,943.98	Fri 6/1/18	Fri 11/16/18	0%													
65	Discussion of Location Siting	TAC	3		\$0.00	\$0.00	Fri 6/1/18	Fri 8/17/18	0%													
66	Design and Location Siting	Stetson	65SS	\$22,900	\$0.00	\$23,643.43	Fri 6/1/18	Fri 8/17/18	0%													
67	Equipment Purchase	Stetson	66	\$36,100	\$0.00	\$36,100.04	Mon 8/20/18	Wed 10/17/18	0%													
68	Installation and Testing	Stetson	67	\$25,200	\$0.00	\$25,200.51	Thu 10/18/18	Fri 11/16/18	0%													
69	Water Quality and Stable Isotope Sampling and Analysis	-			\$0.00	\$108,699.06	Wed 8/1/18	Mon 4/1/19	0%													
70	Discussion of Sampling	TAC			\$0.00	\$0.00	Wed 8/1/18	Fri 9/28/18	0%													
71	Surface and Groundwater Sampling	Stetson	70	\$81,500	\$0.00	\$81,499.36	Mon 10/1/18	Thu 11/1/18	0%													
72	Geochemical Reaction and Transport Analysis	DRI	71	\$27,200	\$0.00	\$27,199.70	Fri 11/2/18	Mon 4/1/19	0%													
73	Aquifer Tests	-			\$0.00	\$172,305.45	Thu 4/5/18	Wed 5/15/19	0%													
74	Discussion of Test Locations	TAC			\$0.00	\$0.00	Thu 4/5/18	Thu 10/4/18	0%													
75	Prepare Aquifer Test Work Plan	Stetson		\$36,100	\$0.00	\$36,098.55	Tue 9/4/18	Thu 11/15/18	0%													
76	Perform Aquifer Testing	Stetson	75	\$136,200	\$0.00	\$136,206.90	Fri 11/16/18	Wed 5/15/19	0%													
77	Task 4.4 Imported Water Study	-		\$175,000	\$50,765.67	\$124,243.02	Fri 12/15/17	Wed 10/31/18	30%													

Project: POAM billing data through 03/31/18  
Date: Tue 5/8/18

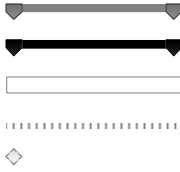
Task  
Critical Task  
Milestone  
Summary  
Rolled Up Task



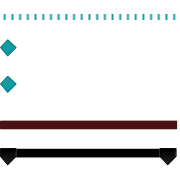
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Rolled Up Milestone  
Rolled Up Progress  
Split  
External Tasks



Project Summary  
Group By Summary  
Inactive Milestone  
Inactive Summary  
Manual Task



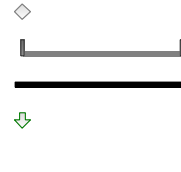
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Manual Summary Rollup  
Manual Summary  
Start-only  
Finish-only



External Tasks  
External Milestone  
Critical  
Critical Split  
Baseline



Baseline Milestone  
Baseline Summary  
Progress  
Deadline





INDIAN WELLS VALLEY GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY PLAN (GSP) DEVELOPMENT  
POAM SCHEDULE - DRAFT (May 8, 2018)

ID	Task Name	Task Responsibility	Predecessors	Budget	Actual Cost	Remaining Cost	Start	Finish	% Complete	2017				2018				2019				Q1
										Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
78	Evaluate Potential Imported Water Supply Sources	Stetson		\$75,000	\$50,765.67	\$24,234.41	Fri 12/15/17	Thu 5/31/18	68%													
79	Evaluate Water Banking Alternatives and Extraction Schedule	Stetson	78FF	\$25,000	\$0.00	\$25,008.48	Mon 1/1/18	Thu 5/31/18	0%													
80	Discussion and Recommendation of Imported Water Feasibility	TAC	81FF		\$0.00	\$0.00	Thu 3/1/18	Fri 6/29/18	0%													
81	Evaluate Infrastructure Requirements	Stetson		\$25,000	\$0.00	\$24,999.55	Tue 5/1/18	Fri 6/29/18	0%													
82	Prepare Technical Memorandum	Stetson	80,78,79	\$50,000	\$0.00	\$50,000.59	Mon 7/2/18	Wed 10/31/18	0%													
83	Task 4.5 Recycled Water Study	-		\$61,000	\$23,502.52	\$37,567.83	Fri 12/15/17	Fri 6/29/18	39%													
84	Existing Supply and Demand Analysis	Stetson		\$6,600	\$5,234.92	\$1,365.06	Fri 12/15/17	Tue 1/30/18	80%													
85	Identify Existing Recycled Water Infrastructure and Users	Stetson	84	\$6,000	\$6,070.00	\$0.00	Wed 1/31/18	Wed 2/28/18	100%													
86	Review Regulatory and Institutional Requirements	Stetson	84	\$3,400	\$0.00	\$3,399.96	Wed 1/31/18	Wed 2/28/18	0%													
87	Identify and Evaluate Potential Recycled Water Users	Stetson / IWVGA	85,86	\$20,000	\$12,197.60	\$7,803.26	Thu 3/1/18	Tue 5/1/18	61%													
88	Discussion and Recommendation of Recycled Water Feasibility	TAC	84,85,87FF		\$0.00	\$0.00	Thu 3/1/18	Fri 6/29/18	0%													
89	Prepare Technical Memorandum	Stetson	87	\$25,000	\$0.00	\$24,999.55	Wed 5/2/18	Fri 6/29/18	0%													
90	Task 4.6 Prepare Draft GSP Chapters	-		\$135,300	\$0.00	\$135,301.83	Fri 6/1/18	Fri 6/28/19	0%													
91	GSP Report Preparation: Prepare Introduction Chapter	Stetson		\$1,200	\$0.00	\$1,199.81	Fri 6/1/18	Tue 7/31/18	0%													
92	Prepare Plan Area and Basin Setting Chapter	Stetson	4,10,28	\$16,200	\$0.00	\$16,200.43	Fri 11/2/18	Thu 3/7/19	0%													
93	Prepare Projects and Management Actions to Achieve Sustainability Goal Chapter	Stetson	44,47FS-22 days,80,88	\$50,000	\$0.00	\$50,000.59	Tue 4/2/19	Fri 6/28/19	0%													
94	Prepare Sustainable Management Criteria Chapter	Stetson	45SS+18 days	\$30,000	\$0.00	\$29,999.76	Tue 1/1/19	Fri 5/31/19	0%													
95	Plan Implementation				\$0.00	\$34,999.96	Fri 2/1/19	Fri 6/28/19	0%													
96	Discussion and Recommendation of Plan Implementation	TAC	44FS-42 days		\$0.00	\$0.00	Fri 2/1/19	Thu 6/6/19	0%													
97	GSP Report Preparation: Prepare Plan Implementation Chapter	Stetson	96FS-23 days	\$35,000	\$0.00	\$34,999.96	Tue 5/7/19	Fri 6/28/19	0%													
98	GSP Report Preparation: Prepare References and Technical Studies Chapter	Stetson		\$2,000	\$0.00	\$2,000.68	Mon 6/3/19	Fri 6/28/19	0%													
99	GSP Report Preparation: Prepare Executive Summary Chapter	Stetson		\$900	\$0.00	\$900.60	Mon 6/3/19	Fri 6/28/19	0%													
100	Task 4.7 GSP Report Preparation: Develop Draft and Final GSP	-		\$31,300	\$0.00	\$31,300.79	Mon 7/1/19	Mon 8/26/19	0%													
101	Prepare Review Draft GSP Report	Stetson	91,92,93,94,97,98,99		\$0.00	\$0.00	Mon 7/1/19	Wed 7/31/19	0%													
102	Submit Review Draft GSP Report to IWVGA Board, TAC, and PAC	Stetson	101		\$0.00	\$0.00	Thu 8/1/19	Thu 8/1/19	0%													
103	Review Draft Comment Period	IWVGA/TAC/PAC	102		\$0.00	\$0.00	Fri 8/2/19	Thu 8/15/19	0%													
104	Prepare Final Draft GSP Report	Stetson	103		\$0.00	\$0.00	Fri 8/16/19	Mon 8/26/19	0%													
105	Task 4.8 Public Hearing and Adoption of Plan	-			\$0.00	\$0.00	Mon 8/26/19	Mon 12/30/19	0%													
106	Submit 90-Day Notice of Public Hearing	IWVGA	104		\$0.00	\$0.00	Mon 8/26/19	Mon 8/26/19	0%													
107	Public Hearing	IWVGA	106FS+65 days		\$0.00	\$0.00	Mon 11/25/19	Mon 11/25/19	0%													
108	Prepare Final GSP Report (Incorporate Public Input)	Stetson	107		\$0.00	\$0.00	Tue 11/26/19	Wed 12/18/19	0%													
109	IWVGA Approval	IWVGA	108		\$0.00	\$0.00	Thu 12/19/19	Fri 12/27/19	0%													
110	Submit Final GSP to DWR		109		\$0.00	\$0.00	Mon 12/30/19	Mon 12/30/19	0%													

Project: POAM billing data through 03/31/18 Date: Tue 5/8/18	Task		Rolled Up Critical Task		Project Summary		Duration-only		External Tasks		Baseline Milestone	
	Critical Task		Rolled Up Milestone		Group By Summary		Manual Summary Rollup		External Milestone		Baseline Summary	
	Milestone		Rolled Up Progress		Inactive Milestone		Manual Summary		Critical		Progress	
	Summary		Split		Inactive Summary		Start-only		Critical Split		Deadline	
	Rolled Up Task		External Tasks		Manual Task		Finish-only		Baseline			

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**IWVGA ADMINISTRATIVE OFFICE***Memorandum*

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**TO:** IWVGA Board Members **DATE:** May 17, 2018

**FROM:** Alan Christensen, IWVGA Staff

**SUBJECT:** IWVGA General Manager Job Description and Recruitment

**DISCUSSION**

The Board of the Indian Wells Valley Groundwater Authority (IWVGA) directed staff to recruit for a General Manager to lead the IWVGA at the staff level going forward. Attached is a job description for that position.

It is staff's recommendation that upon approval of the job description, a recruitment would commence on or about May 28, 2018. We expect to close the recruitment by June 30, 2018. The A recruitment brochure will be developed internally by the member agencies. The Board will be able to review and comment on the brochure before it is distributed. The brochure will be shared with groundwater and water agencies throughout the state and posted on public agency recruiting websites. The time frame can be extended if sufficient applicants are not found. Staff would return to the Board for authorization to extend the recruitment if circumstances dictate a need.

Once the recruitment is closed, staff will follow standard recruitment practices. Applications will be screened for completeness and ensuring candidates meet the qualifications for the position. From the larger applicant pool, a finalist group of 2 to 5 candidates will be chosen to interview with the IWVGA Board. Once a candidate is selected, final background and reference checks will be performed. If there are no problems, the Board will negotiate with the successful candidate for an employment contract.

The cost of a part-time General Manager position is included in the calculation of proposed groundwater pumping fees, and the annual budget of the IWVGA includes budget appropriation for the position. This position is intended to be part-time and salary would be negotiable once the top candidate is chosen.

**RECOMMENDATION**

Staff recommends approval of the General Manager Job Description and requests authorization to recruit for the position according the timelines identified in this report.

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# **Indian Wells Valley Groundwater Authority**

## **General Manager**

### ABOUT THE AGENCY

The Indian Wells Valley Groundwater Authority (IWVGA) was formed in 2017 through a Joint Powers Authority Agreement. The IWVGA serves as a Groundwater Sustainability Agency (GSA) in compliance with the Sustainable Groundwater Management Act (SGMA) of 2014 to protect existing surface water and groundwater rights. The GSA is working to improve groundwater management by gauging its usage and depletion, improving groundwater recharge and increasing the number and effectiveness of storage facilities for the betterment of our communities and businesses. The GSA will develop the Groundwater Sustainability Plan (GSP) for the Indian Wells Valley region based on accurate data and input from interested parties. The GSA encompasses over 380,000 acres.

### THE POSITION

This is a newly created executive management position reporting to the IWVGA Board of Directors. The incumbent's primary focus will be to develop, implement and manage a GSP that meets California Department of Water Resources (DWR) requirements; provide leadership and direction to member agencies, ensuring efficient and effective legislative and regulatory compliance, in accordance with Board directives; collaborate with State and local agencies; facilitate outreach efforts with stakeholders to strategically comply with legal requirements; and accomplish IWVGA goals and objectives. Examples of key responsibilities include:

- Direct the operations and general administration of the GSA including budget development and oversight, short and long range planning, and policy development and implementation.
- Ensure the timely and effective accomplishment of goals and objectives as determined by the board.
- Develop, implement and manage a GSP; update and/or revise plan as needed.
- Administer various contracts and agreements to ensure compliance.
- Implement all aspects of a groundwater pumping fee.
- Oversee the consultant/contract selection process including determining scope of work, preparing RFP, negotiation of terms and contract development and review; monitor and evaluate consultant/contract performance.
- Prepare and present a variety of complex administrative and technical reports, recommending appropriate alternatives; follow up on action items as required.
- Actively participate in, review and interpret analytical work completed by the water resources manager; present results to the board and member agencies.
- Identify additional future funding sources and develop and implement funding strategies.
- Conduct outreach to appropriate stakeholders and other appropriate agencies.
- Develop, plan and implement compliance measures.
- Lead development of the Coordination Agreement for the Indian Wells Valley Groundwater Basin.
- Coordinate the activities and meetings of the IWVGA Board, Technical Advisory Committee and Policy Advisory Committee.
- Makes presentations to the Executive Board, governing bodies, and a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field.
- Monitors changes in laws, regulations, and technology that may affect GSA member agencies; implements policy and procedural changes as required.

- Remain current on, review, analyze, and determine impact of legislative developments, state legislation, state and federal regulations, local ordinances, trends, practices and procedures in the field. Advise and make recommendations to decision makers on appropriate position or action to take in response to changes.
- Advocate for effective sustainability solutions.
- Work cooperatively with member agencies, other GSAs, and other County, State and Federal agencies to identify and develop programs/projects that will advance sustainability of the local groundwater resource.
- Identify stakeholders within the community and conduct public outreach relating to groundwater sustainability; develop and implement educational programs, including printed materials, web site information, school programs, ads, speaker programs and other activities.
- Explore opportunities to import water to supplement supplies in the Indian Wells Valley Groundwater Basin.

#### IDEAL CANDIDATE PROFILE

The GSA is seeking a candidate with previous administrative management experience related to water resource management and conservation programs. A bachelor's degree in a related field (geology, hydrology, engineering, environmental studies, business) is highly desirable, but any combination of experience and education that could likely provide the required knowledge, skill and ability is qualifying. The ideal candidate will have extensive knowledge of state and local laws, regulations related to water conservation programs, water resource management, and the Sustainable Groundwater Management Act.

In working with the IWVGA Board of Directors, the General Manager will take an active and involved leadership role in the implementation of its goals and objectives. Regular and ongoing communications and interaction with the Board and stakeholders is an essential aspect to this role. As a leader, the new manager will be a creative thinker, politically astute, and will have the capability to evaluate and assess the big picture/long range aspects of the role. The ideal candidate will be a proven leader with the ability to be an influential advocate for issues and concerns relating to groundwater sustainability. A strong collaborator, he/she will have a history of success with building and maintaining cohesive working relationships that best serve the short and long-term interests of organizations and communities.

The ideal candidate for the IWVGA's next General Manager will be a well-rounded leader – a leader of people and resources well versed in California water issues. This experienced individual will be both big picture visionary and able to establish credibility as a decisive, results-oriented professional committed to excellence, independence, and fiscal accountability. Additionally, this top candidate will know how to effectively and efficiently run a business that is also a municipal organization. The successful candidate will also have strong financial acumen including general knowledge of debt financing, bond issuance, debt management, and other funding strategies. Being comfortable in advising the Board about the full range of fiscal matters including rate structure and cost recovery efforts is of critical importance. This professional will be an exceptional listener, communicator, and an accomplished presenter with the ability to build strong relationships and engender trust among staff and the public.

The General Manager is part-time, contracted position. Salary is negotiable.

May 17, 2018

**IWVGA ADMINISTRATIVE OFFICE****MEMORANDUM**

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**TO:** IWVGA Board Members **DATE:** May 17, 2018

**FROM:** Phillip Hall, IWVGA Staff

**SUBJECT:** Ordinance No 02-18 – Establishing The Rules, Regulations And Procedures For The Imposition And Collection Of Groundwater Extractions Fees.

**DISCUSSION****RECOMMENDATION**

Staff recommends that your Board: (i) waive the reading of, and introduce, the proposed Ordinance No 02-18– Establishing The Rules, Regulations And Procedures For The Imposition And Collection Of Groundwater Extractions Fees; (ii) make a finding that the proposed Ordinance exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

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**BEFORE THE BOARD OF DIRECTORS OF THE  
INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

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**In the matter of:**

**Ordinance No. 02-18**

**ESTABLISHING THE RULES, REGULATIONS  
AND PROCEDURES FOR THE IMPOSITION  
AND COLLECTION OF GROUNDWATER  
EXTRACTIONS FEES**

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I, \_\_\_\_\_, Clerk of the Board of Directors for the Indian Wells Valley Groundwater Authority, do certify that the following ordinance, on motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, was duly passed and adopted by the Board of Directors at an official meeting this \_\_\_\_ day of June, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Clerk of the Board of Directors  
Indian Wells Valley Groundwater Authority

\_\_\_\_\_  
**Deputy Clerk**

---

**THE BOARD OF DIRECTORS OF INDIAN WELLS VALLEY GROUNDWATER AUTHORITY  
ORDAINS AS FOLLOWS:**

**Section 1.** This Ordinance shall become effective 30 days from the date of adoption and the complete Ordinance shall be published in accordance with Californian Government Code section 25124.

**Section 2. Definitions.** As used in this Ordinance, the following terms shall have the meanings stated below:

**2.1 “Authority”** means the Indian Wells Valley Groundwater Authority.



**2.2 “Basin”** means the Indian Wells Valley Groundwater Basin which is designated as basin number 6-54 in Department of Water Resources’ Bulletin No. 118.

**2.3 “Extraction Fee Resolution”** means the Authority Resolutions and any amendments thereto, that refer to or sets conditions on the measurement of groundwater extractions in the Basin.

**2.4 “Groundwater Extraction Facility”** means any device or method for the extraction of groundwater from the Basin.

**2.5 “Groundwater Extractors”** means both the owner the operator of a Groundwater Extraction Facility located within the Basin.

**Section 3. Groundwater Extraction Fee.** Effective August 1, 2018, and unless otherwise expressly prohibited by law, all groundwater extractions from, and within the Basin shall be subject to measurement and the extraction fee set for in the then applicable Authority’s Extraction Fee Resolution.

**Section 4. Groundwater Extraction Facility Registration.** No later than July 23, 2018, all Groundwater Extraction Facilities within the boundaries of the Basin shall be register with the Authority by the Groundwater Extractor. Groundwater Extraction Facilities are prohibited from extracting groundwater from the Basin if they have not registered by July 23, 2018 and said prohibition shall continue until the facility is registered to the satisfaction of the Water Resource Manager. Groundwater Extraction Facilities constructed after July 23, 2018 shall seek registration and must receive registration approval from the Water Resource Manager prior to the extraction of any groundwater from the Basin.

The registration of a Groundwater Extraction Facility shall be made to the satisfaction of the Water Resources Manager and at a minimum they registration include the following information: 1) the name and contact address of the owner and if different the operator of the extraction facility; 2) the location of the extraction facility; 3) the name and address of the owner of the land upon which the extraction facility is located; 4) a description of the equipment associated with the extraction facility; 5) a description of the method the owner and operator uses to measure groundwater extractions from the extraction facility; 6) a statement describing whether the extracted groundwater is used for residential, commercial, industrial or agricultural purposes, or a combination thereof; and, 7) any other information that the Authority’s General Manager deems to be prudent and necessary to achieve the legal purposes of the Authority.

The Water Resource Manager shall review all registrations and return, with corrective comment, any that do not meet the Manager’s approval. Approved registrations shall receive an approval notice. A Groundwater Extraction Facilities may not extract any groundwater from the Basin until it registration has approved by the Water Resources Manager.

**Section 5. Groundwater Extraction Measuring and Reporting.** Effective August 1, 2018, all groundwater extractions from, and within, the boundaries of the Basin shall be measured in a method approved by the Authority's Water Resource Manager and reported by the Groundwater Extractor to the Authority in accordance with the provisions of the then applicable Authority Extraction Fee Resolution.

**Section 6. Violations.** Anyone that violates any provision of this ordinance, or the Extraction Fee Resolution, shall be subject to possible civil penalties and civil action by the Authority. The Authority's civil penalties and civil action rights are an additional right to those rights which may otherwise be prescribed by Law.

**Section 7. Delinquent Accounts.** As prescribed by California Water Code section 10730.6, if the owner and/or operator of a Groundwater Extraction Facility knowingly fails to pay the Groundwater Extraction Fee within thirty (30) days of it becoming due, they shall be liable to the Authority for interest at a rate of one (1) percent per month on the delinquent amount of the Groundwater Extraction Fee and a ten (10) percent penalty.

As an additional remedy, the Authority may, after a public hearing, order an owner and/or operator to cease extraction of groundwater until all delinquent fees are paid. In such an instance, the Authority shall give notice to the owner and/or operator by certified mail not less than 15 days in advance of the public hearing.

These above cited rights are additional rights to those rights which the Authority may otherwise be prescribed by Law.

**Section 8. Owner Responsibility.** The owners of Groundwater Extraction Facilities are ultimately responsible for the payment of all Groundwater Extraction Fee charges, interest and penalties should an operator fail to abide by the provisions of this Ordinance and Authority's Groundwater Extraction Resolution. Consequently, owners are charge with providing for the requirements of this Ordinance and Authority's Groundwater Extraction Resolution in any agreements entered into with well operators and water users.

**Section 9. New Groundwater Extraction Facilities.** Groundwater Extraction Facilities constructed after the effective date of this Ordinance shall meet the requirements set forth in this Ordinance and the Authority's Groundwater Extraction Resolution prior to the extraction of any groundwater from the Basin.

**Section 10. Severability.** Should any provision of this Ordinance, or its application, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise invalid, that determination shall have no effect on any other provision of this Ordinance to that end, the provisions hereof are severable.

# IWVGA ADMINISTRATIVE OFFICE

## MEMORANDUM

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**TO:** IWVGA Board Members

**DATE:** May 17, 2018

**FROM:** Phillip Hall, IWVGA Staff

**SUBJECT:** Resolution -18 – Resolution Establishing a Groundwater Extraction Fee

### **DISCUSSION**

### **RECOMMENDATION**

Staff recommends that your Board

# BEFORE THE BOARD OF DIRECTORS INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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In the matter of:

Resolution No. **-18**

## RESOLUTION ESTABLISHING A GROUNDWATER EXTRACTION FEE.

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I, Lauren Duffy, Secretary of the Board of Directors for the Indian Wells Valley Groundwater Authority, do certify that the following resolution, on motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, was duly passed and adopted by the Board of Directors at an official meeting this 15th day of March, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

Secretary of the Board of Directors  
Indian Wells Valley Groundwater Authority

---

## **WHEREAS:**

(a) The comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“SGMA”) initially became effective on January 1, 2015.

(b) The stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.

(c) SGMA further provides for and anticipates that the local groundwater agencies and federal governmental entities overlying a basin will form Groundwater Sustainable Agencies (“GSAs”) for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans (“GSPs”) for the basin.

(d) The Indian Wells Valley Groundwater Authority (“Authority”) was formed for the purpose of cooperatively carrying out the requirements of SGMA, including, but not limited to, the funding, development, adoption and implementation of a GSP that achieves groundwater sustainability in the Indian Wells Valley Groundwater Basin (“Basin”), which is designated as basin number 6-54 in Department of Water Resources’ Bulletin No. 118.

(e) The Indian Wells Valley Groundwater Authority (“Authority”) is the exclusive GSA for the Basin.

(f) Pursuant to California Water Code section 10730, the Authority is expressly authorized to fund the costs of a groundwater sustainability program, including, but not limited to, preparation, adoption, and amendment of a groundwater sustainability plan, and investigations, inspections, compliance assistance, enforcement, and program administration, including a prudent reserve through the imposition of a Groundwater Extraction Fee.

(g) The Authority has reviewed and considered the environmental impacts of this action and concluded that this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment.

**THEREFORE IT IS RESOLVED** by the Board of Directors of the Indian Wells Valley Groundwater Authority, as follows:

**Section 1.** This Board finds that the recited facts are true and that it has the jurisdiction to consider, approve, and adopt this Resolution.

**Section 2.** This Board finds that the this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is the establishment of operational rates and charges and Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment.

**Section 3. Definitions.** As used in this Resolution, the following terms shall have the meanings stated below:

- 3.1 “Authority” means the Indian Wells Valley Groundwater Authority.
- 3.2 “Basin” means the Indian Wells Valley Groundwater Basin which is designated as basin number 6-54 in Department of Water Resources’ Bulletin No. 118.
- 3.3 “De Minimis Extractor” shall have the same meaning set forth in California Water Code section 10721(e).
- 3.4 “Extraction Fee Resolution” means the Authority Resolutions and any amendments thereto, that refer to or sets conditions on the measurement of groundwater extractions

in the Basin.

3.5 “Groundwater Extraction Facility” means any device or method for the extraction of groundwater from the Basin.

3.6 “Groundwater Extractors” means both the owner the operator of a Groundwater Extraction Facility located within the Basin.

**Section 4. Exemptions.** As provided by law and in particular California Water Code section 10730, federal entities and De Minimis Extractors are exempt from the provisions of this Resolution.

**Section 5. Groundwater Extraction Fee.** Effective August 1, 2018 and continuing for a period of 24 months, all groundwater extractions from the Basin shall be subject to an Extraction Fee of two dollars and fifty cents (\$2.50) per tenth (.10) of an acre foot for all groundwater extracted from the Basin.

The Extraction Fee shall be determined and paid on a monthly basis with water extraction measurements rounded down to the nearest tenth (.10) of an acre foot per month.

**Section 6. Groundwater Extraction Facility Registration.** No later than July 23, 2018, all Groundwater Extraction Facilities within the boundaries of the Basin shall be register with the Authority by the Groundwater Extractor. Groundwater Extraction Facilities are prohibited from extracting groundwater from the Basin if they have not registered by July 23, 2018 and said prohibition shall continue until the facility is registered to the satisfaction of the Water Resources Manager.

The registration of a Groundwater Extraction Facility shall be made to the satisfaction of the Water Resources Manager and at a minimum the registration shall include the following information: 1) the name and contact address of the owner and if different the operator of the extraction facility; 2) the location of the extraction facility; 3) the name and address of the owner of the land upon which the extraction facility is located; 4) a description of the equipment associated with the extraction facility; 5) a description of the method the owner and operator uses to measure groundwater extractions from the extraction facility; 6) a statement describing whether the extracted groundwater is used for residential, commercial, industrial or agricultural purposes, or a combination thereof; and, 7) any other information that the Authority’s General Manager deems to be prudent and necessary to achieve the legal purposes of the Authority.

The Water Resources Manager shall review all registrations and return, with corrective comment, any that do not meet the Manager’s approval. Approved registrations shall receive an approval notice from the Water Resources Manager. A Groundwater Extraction Facilities may not extract any groundwater from the Basin until it has received a registration approval notice from the Water Resources Manager.

**Section 7. Groundwater Extraction Measuring Method.** Effective August 1, 2018, all groundwater extractions from, and within, the boundaries of the Basin shall be measured in a method approved by the Authority’s Water Resources Manager and reported to the Authority.

Groundwater Extractors shall seek the Water Resources Manager method approval through the submission of an Authority approved form by no later than July 10, 2018. The Water Resources Manager shall review all method request and return, with corrective comment, any that do not meet the Manager’s

approval. Approved method requests shall receive an approval notice from the Water Resources Manager. A Groundwater Extraction Facilities may not extract any groundwater from the Basin until it has received a method approval notice from the Water Resources Manager.

The preferred method for monitoring groundwater extractions shall be through a flow metering device approved by the Water Resources Manager. A secondary method shall be through use of electrical records and pump efficiency data. If the above options are not available the Groundwater Extractor must seek and receive approval from the Water Resources Manager of an alternative method prior to August 1, 2018.

**Section 8. Groundwater Extraction Reporting and Fee Payment.** On the first day of each month, Groundwater Extractors shall read and record the needed data for the measuring method used by the Groundwater Extraction facility. By the 10<sup>th</sup> day of each calendar month, the Groundwater Extractor shall self-report the needed data from their Groundwater Extraction Facilities on the self-reporting form provided by the Authority. Additionally, the Groundwater Extractor shall simultaneously pay the extraction fee provided for on the Form.

If unusual circumstances exist, a Groundwater Extractor may request that their Groundwater Extraction Facility be placed on a modified reporting and billing schedule approved by both the Authority's General Manager and the Water Resources Manager.

**Section 9. Delinquent Accounts.** As prescribed by California Water Code section 10730.6, if a Groundwater Extractor knowingly fails to pay the Groundwater Extraction Fee for their Groundwater Extraction Facility within thirty (30) days of it becoming due, they shall be liable to the Authority for interest at a rate of one (1) percent per month on the delinquent amount of the Groundwater Extraction Fee and a ten (10) percent penalty.

As an additional remedy, the Authority may, after a public hearing, order an owner and/or operator to cease extraction of groundwater until all delinquent fees are paid. In such an instance, the Authority shall give notice to the owner and/or operator by certified mail not less than 15 days in advance of the public hearing.

These above cited rights are additional rights to those rights which the Authority may otherwise be prescribed by Law.

**Section 10. Owner Responsibility.** The owners of Groundwater Extraction Facilities are ultimately responsible for the payment of all Groundwater Extraction Fee charges, interest and penalties should an operator fail to abide by the provisions of this Resolution. Consequently, owners are charge with providing for the requirements of this Resolution in any agreements entered into with well operators and water users.

**Section 11. New Groundwater Extraction Facilities.** Groundwater Extraction Facilities constructed after the effective date of this Resolution shall meet the requirements set forth herein and receive Authority approval prior to the extraction of any groundwater from the Basin.

**Section 12. Use of Extraction Revenues.** Revenues collected through the imposition of the Groundwater Extraction Fee shall be used exclusively for the purposes authorized in California Water Code section 10730.

**Section 13. Violations.** Anyone that violates any provision of this ordinance, or the Extraction Fee Resolution, shall be subject to possible civil penalties and civil action by the Authority. The Authority's civil penalties and civil action rights are an additional right to those rights which may otherwise be prescribed by Law.

**Section 14. Severability.** Should any provision of this Ordinance, or its application, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise invalid, that determination shall have no effect on any other provision of this Ordinance to that end, the provisions hereof are severable.



**AGREEMENT BETWEEN the INDIAN WELLS VALLEY GROUNDWATER  
AUTHORITY  
and the BOARD OF REGENTS of the NEVADA SYSTEM OF HIGHER  
EDUCATION on  
behalf of the DESERT RESEARCH INSTITUTE**

As of \_\_\_\_\_, 2018, Indian Wells Valley Groundwater Authority (hereinafter "SPONSOR"), and the Board of Regents of the Nevada System of Higher Education on behalf of the Desert Research Institute, (hereinafter "DRI") agree as follows:

**1. Purpose**

- (a) DRI has the knowledge and expertise in the groundwater model for Indian Wells Valley to assist SPONSOR in using this groundwater model to support SPONSOR's work on its State-required Groundwater Sustainability Plan (GSP);
- (b) DRI is willing and able to make facilities and qualified personnel available to conduct the desired research and/or perform the desired services;

**2. Term and Responsibilities**

- (a) Pursuant to this Agreement, DRI, for a period from June 1, 2018 to June 30, 2020, shall perform the duties/tasks in accordance with the DRI Scope of Work and Budget, a copy of which is attached hereto as "Exhibit A" and by reference made part of this Agreement. Either party may terminate this Agreement on thirty (30) days written notice.

**3. Consideration**

- (a) This Agreement is to be considered a cost reimbursement agreement for a total estimated cost of two hundred thirty nine thousand nine hundred thirty four dollars (\$239,934). Costs are to be established as outlined in the DRI cost proposal, attached hereto as "Exhibit A."
- (b) If the scope of work described under this Agreement expands, SPONSOR shall initiate an amendment to include added scope and funding that is mutually agreed upon by DRI and SPONSOR. All work will be authorized on a Task and associated Budget basis.
- (c) DRI agrees to use reasonable efforts to perform its research obligations and all other obligations described under this Agreement within the total estimated cost.
- (d) SPONSOR shall not be obligated to reimburse DRI in excess of the above-listed Agreement price, unless and until SPONSOR has notified DRI, in writing, that such Agreement price has been increased, and an amendment to the Agreement providing for such an increase is entered into.
- (e) DRI shall invoice SPONSOR on a monthly basis in the format contained in the DRI Cost Proposal. Payment is to be made by SPONSOR to DRI no later than sixty (60) days after receipt of the invoice.

**4. Ownership of Property**

- (a) If equipment not already owned by DRI shall be required for the research

conducted under this Agreement, such additional equipment, with the approval of the SPONSOR, shall be built or purchased by DRI and the cost thereof shall be reimbursed by SPONSOR under this Agreement. DRI shall retain title to all property purchased under this Agreement.

(b) DRI shall utilize a groundwater model that was developed for the United States Navy. DRI has received authorization from the Navy to utilize the groundwater model for this Agreement with SPONSOR.

**5. Patents**

DRI shall own all right, title, and interest in and to any patent, trade secret, or other proprietary rights that develop out of or as a result of the research called for under this Agreement. DRI agrees to grant SPONSOR a perpetual, non-exclusive, royalty-free license to use throughout the world any such patent, trade secret, and/or proprietary rights.

**6. Independent Contractor**

DRI is acting as an independent contractor, and not an employee of SPONSOR.

**7. Insurance**

DRI is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039. DRI shall maintain self insurance with limits of liability as set forth in NRS 41.0305 to 41.039, and Workers Compensation coverage as required by Nevada State Law, during the term of this Agreement.

**8. Project Monitorship**

The project described under this Agreement will be monitored by Indian Wells Valley Water Resources Manager (IWV-WRM), project manager.

**9. Publications**

The major purpose of the work performed by DRI is to obtain information that may be made available to the public and industry through publications, conferences, or other means of public disclosure. DRI shall give SPONSOR thirty (30) days to review and comment on any proposed announcement or publication of work developed pursuant to this Agreement, and DRI shall consider SPONSOR's comments prior to public release. DRI shall recognize the support of SPONSOR and give credit in the text and/or on the title pages of any such announcement or publication of work.

**10. Governing Law**

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by, the laws of the State of Nevada.

**11. Reports and Deliverables**

Final results shall be provided by the end of the project.

**12. Subcontracts**

DRI shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of SPONSOR. Except as otherwise specifically approved by SPONSOR, DRI shall include appropriate provisions of this Agreement in subcontracts so rights conferred to SPONSOR by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between DRI and any subcontractor with respect to services under this Agreement.

**13. Integration**

This Agreement represents the entire understanding of SPONSOR and DRI as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**14. Miscellaneous**

(a) Neither party hereto shall assign, sublet, or transfer interests hereunder without first obtaining written consent from the other party.

(b) The waiver by either party of any breach of this Agreement shall not bar the other party from enforcing any subsequent breach thereof.

(c) Notices shall be deemed received when deposited in the U.S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

Indian Wells Valley Groundwater Authority  
[ADDRESS]

The Board of Regents of the Nevada System of Higher Education on  
Behalf of the Desert Research Institute  
[ADDRESS]

\_\_\_\_\_  
  
IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

Indian Wells Valley Groundwater Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION  
onbehalf of the DESERT RESEARCH INSTITUTE

By: \_\_\_\_\_

Title: Director of Sponsored Projects and Compliance

Address: 2215 Raggio Parkway, Reno, NV 89512-1095

Date: \_\_\_\_\_

## **REQUEST FOR PROPOSALS**

Water Audit, Leak Detection and Repair Program

June 2018

Proposal Submission Deadline:

\_\_\_\_\_, 2018 – 3:00 PM PT

Make all inquiries and send all questions to:

Karen Brunelle, Stetson Engineers Inc.

861 S. Village Oaks Drive, Suite 100, Covina, CA 91724

Telephone: 626-967-6202

E-mail: [karenb@stetsonengineers.com](mailto:karenb@stetsonengineers.com)

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#### Attachments

Attachment A: Scope of Services

Attachment B: Standard IWVGA Contractor Agreement

## I. Introduction

The Indian Wells Valley Groundwater Authority (IWVGA) is requesting proposals from qualified firms for development and implementation of a water audit, leak detection and repair program. The IWVGA intends to issue a contract for these services that would end by December 2019. The water audit, leak and repair program will benefit the Severely Disadvantaged Communities (SDACs) in the Indian Wells Valley groundwater basin and would include the Searles Valley (unincorporated community of Trona) which is dependent on the Indian Wells Valley groundwater basin as a source of supply. The water audit, leak detection and repair program is being funded by a Proposition 1 Groundwater Sustainability Planning Grant from the Department of Water Resources. This document outlines the requirements and minimum qualifications, selection process, and documentation necessary to submit a Proposal.

### A. Background

The Indian Wells Valley groundwater basin is located east of the southern Sierra Nevada Range in California with an area of approximately 382,000 acres underlying portions of Inyo, Kern, and San Bernardino Counties. The Indian Wells Valley groundwater basin is identified by the Department of Water Resources (DWR) as Basin 6-54 in Bulletin No. 118. In July 2016, the IWVGA was formed through a Joint Exercise of Powers Agreement for the purpose of forming a Groundwater Sustainability Agency (GSA) to manage the Indian Wells Valley groundwater basin and to implement Sustainable Groundwater Management Act (SGMA) requirements, including the development of a Groundwater Sustainability Plan (GSP). The IWVGA consists of the following voting member agencies:

1. City of Ridgecrest (a public agency)
2. Indian Wells Valley Water District (a California Special District)
3. County of Kern (a public agency)
4. County of Inyo (a public agency)
5. County of San Bernardino (a public agency)

along with the United States Department of the Interior Bureau of Land Management and the United States Navy, Naval Air Weapons Station China Lake as non-voting associate members.

### B. Purpose of the Request

IWVGA is looking for a qualified consultant to provide all services needed to develop and implement the water audit, leak detection and repair program. The qualified consultant will identify the SDAC areas to be the focus of the program, propose and provide all outreach needed, and will implement a water loss control program (a water audit and leak detection) to evaluate the potential water, energy, and cost savings, and subsequently implement a leak repair program to correct the issues identified by the water loss control procedures. The following list summarizes the potential means in which water losses occur for SDACs in the Indian Wells Valley groundwater basin:



- Leakage from transmission and distribution pipelines
- Leakage and overflows from storage tanks
- Leakage from service connection pipelines up to and including the water meter
- Unauthorized water consumption (e.g. theft)
- Administrative errors (e.g. under-billing)
- Systematic data handling errors in the meter reading and billing processes
- Metering inaccuracies or failure
- Non-revenue water, including unbilled metered consumption and unbilled unmetered consumption

## II. Scope of Services

Attachment A is the Scope of Services listing major work tasks that may be requested.

## III. Proposal Format

### A. RFP Manager

All questions and correspondence regarding the proposal documents and proposal should be directed in writing referencing "IWVGA Water Audit, Leak Detection and Repair Program" to:

Stetson Engineers Inc.  
 861 S. Village Oaks Drive, Suite 100  
 Covina, CA 91724  
 Attention: Karen Brunelle  
 Phone: 626-967-6202  
 E-Mail: karenb@stetsonengineers.com

Pre-proposal questions will be accepted via email no later than 3:00 p.m. on **Monday, \_\_\_\_\_, 2018**. All questions received will be answered electronically via email to all participating Proposers. All Proposers interested in submitting a proposal must email their intention by **\_\_\_\_\_, 2018**, to guarantee receipt of IWVGA's answers to all pre-proposal questions. Proposers must also acknowledge receipt of pre-proposal clarifications in their proposal.

### B. Timetable

Responses to this Request for Proposal (RFP) with sealed proposals are due and must be received in Stetson Engineers' Office, 861 S. Village Oaks Drive, Suite 100, Covina, CA 91724, no later than **3:00p.m., Pacific Time, on Thursday, \_\_\_\_\_, 2018**. No proposals shall be accepted after that time. IWVGA assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. Hand delivery before the deadline is recommended. Proposals received after the time and date listed above shall be returned to the proposer unopened.

The following schedule has been established for this RFP:

RFP Release Date	Friday, June 1, 2018
Proposers Submittal of Interest/Pre-Proposal Questions Due	Monday, June xx, 2018
Proposals Due	Wednesday, July xx, 2018
Interviews Scheduled	Week of July xx, 2018
Consultant Selected	Wednesday, August xx, 2018
Final Contract Negotiations	Wednesday, August xx, 2018
IWVGA Board Approval of Contract	Monday, September xx, 2018
Projected Contract Start Date	Thursday, September xx, 2018

### C. Proposal Submission Instructions

All proposals must meet the content requirements and format guidelines listed below in the "Proposal Content Guidelines" section. The complete proposal shall be submitted by the due date in a sealed envelope marked "PROPOSAL FOR IWVGA Water Audit, Leak Detection and Repair Program". A total of two (2) complete double-sided copies on paper containing a minimum of 20% post-consumer recycled content and one (1) electronic copy of the proposal must be submitted. Proposals must be submitted in a sealed envelope, which details the business name, business address and contact person of the respondent. Responses must be addressed to the attention of Karen Brunelle, Stetson Engineers Inc.

### D. Proposal Content Guidelines

Proposals must be submitted with all documents required by this Request for Proposal. Proposals not submitted with all the required information may be considered incomplete and rejected by IWVGA. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative proposals, incomplete proposals, erasures, or irregularities of any kind. Any statement or qualification in proposal form, or attached to, or included therewith, serving to qualify proposal, or containing conflicting statements, or otherwise rendering proposal ambiguous or uncertain, will disqualify the proposal. IWVGA reserves the rights to reject any or all proposals.

#### 1. Introduction

Proposals should include the following:

- a) A letter of introduction briefly describing an understanding of the requested scope of work and qualifications to undertake this work such as experience in providing like services, background of the firm(s) and resumes of the principals involved.
- b) Additional material such as brochures and photos, promotional material, references, and supplemental graphics, applicable to the content of the proposal.
- c) Signature by an individual authorized by the firm or partnership to bind the firm or partnership to the proposal.

#### 2. Project Team

- a) Prime team members: Name of entity submitting the proposal, its mailing address, telephone number, facsimile number, email address, the name of contact individual as well

as the signature of principal/owner/officer in case of joint venture or other. Describe business and background, including the size, location, capacity, type of firm, and year established.

- b) If applicable, subcontractors: List subcontractors with individual addresses, telephone numbers, facsimile numbers, email addresses, and areas of expertise.
- c) Briefly describe the project responsibility of each team member.

### 3. Project Personnel

Description of organization, management, and team members. Provide a description of the firm's organization and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify the project manager and the day-to-day contact person for the project. Contract terms will not permit substitution of lead personnel without prior approval by IWVGA. Description of qualifications of the professional personnel to be employed with a summary of similar works performed and a resume for each professional.

### 4. References, Related Experience and Examples of Work

Provide at least three client references (contact name, title, company name, address, phone number, and e-mail address) for relevant work. Specify the client, location, type of work, implementation results or status, examples of work, and other relevant information as needed.

### 5. Additional Documents Required

In addition to the information required in the previous sections, the response must include the following:

- a) A statement that the firm is financially sound and has financial resources sufficient to successfully execute the contract.

### 6. Fee Schedule

Provide fee structure and schedule for the included services. Include year one and subsequent years, if there is an initial service setup fee. Provide an itemized fee list in the proposal.

### 7. Contract

Comments and exceptions, if any, to IWVGA's standard contractor agreement and insurance requirements, should be noted. It is understood that prospective consultants have reviewed the agreements (Attachments B) and will take exception only to those items identified in the proposals. If there are any concerns or proposed exceptions requested to the standard contractor agreement, these issues are to be discussed at the time of the interview.

## IV. Selection Process

### A. Qualifications

All proposals received by the due date will be evaluated by IWVGA. Only information which is received in response the RFP and input from references will be evaluated. IWVGA will judge responses of each proposing firm in several critical areas.

The selection process shall proceed as follows:

1. Based upon the submitted written responses to this RFP, the IWVGA selection panel may select up to three qualified consultants to interview.
2. At the interview, the selection panel will expect the qualified consultants to give a presentation on their proposed approach to implementing the program. The project manager/main contact for this program must be present for the interview/presentation. The presentation will be followed by a question and answer period by the selection team. IWVGA will conduct interviews by conference call and screen sharing, and/or in face-to-face meetings based on the availability of the Proposer selected for interviews. IWVGA will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability, or national origin in the contract award. IWVGA reserves the right to reject any and all proposals at its discretion, thus not awarding the contract to any firm. IWVGA reserves the right to modify this RFP or the criteria for selection in any manner, to cancel this RFP, or to reject any one or more or all submittals.

IWVGA retains sole discretion to evaluate proposals and make an award to the Proposer that IWVGA deems to have the most responsive proposal. IWVGA reserves the right to invite the top candidate(s) for an oral interview, or to request additional clarifying information. The firm with the highest rating may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm. The recommendation of IWVGA shall be submitted to the IWVGA Board for award of contract.

Upon the approval of the IWVGA Board, IWVGA will issue the Notice of Award and deliver the signed contract to the awarded Proposer.

#### B. Selection Criteria

IWVGA will select the most qualified proposal based on the following factors.

1. Relevant qualifications and experience for implementation and operation of comparable water audit, leak detection and repair programs based on but not limited to the following:

- Strength and stability of the firm and any subcontractors
- Provide data on the level of experience in specific contracts of this type including performance and abilities (minimum of 3 examples) in addition to listing a minimum of three references
- Qualifications, education, technical competence, licensing, and experience of the firm's staff and subcontractors assigned to the project
- Key personnel's level of involvement in performing related work and or close oversight
- Adequacy of labor commitment

- Demonstrated knowledge of the scope of work required, capability of performing specific tasks outlined in the RFP based on similar work experience
- Provided samples of craftsmanship and quality of work for other similar projects

2. Conceptual and proposed solutions and past performance on comparable engagements. The proposal must clearly indicate that the submitter has performed adequate planning to accomplish the tasks as defined in the Scope of Work.

- It must be logical and laid out in a clear and thoughtful manner
- Proposal includes a complete plan to accomplish the requirements, including subcontracting
- Plan demonstrates that appropriate personnel and equipment will be positioned efficiently to carry out the requirements
- Innovative approaches and ideas, specific methods and techniques to be employed by the contractor
- Considerate of time constraints within the job
- Meets all applicable guidelines as set forth in the RFP.

3. Ability to provide appropriate Safety Measures.

- Comply with Occupational Safety and Health Administration (OSHA) requirements and applicable laws, ordinances, rules, regulations and orders
- Provided an Injury and Illness Prevention Program (IIPP)
- Demonstrated that they do not have a serious or willful OSHA violation in the last 5 years

4. Total Program Cost, while not determinative, may be considered in the selection process. The selected firm will be expected to maintain the proposed billing rates throughout the term of the contract.

- Value provided
- Reasonableness of the hourly rates, labor hours, and fees required to perform the work in relation to the scope of work and other proposals received, as well as reasonableness based on project costs for recently completed projects of similar scope and size. Consider travel time, if applicable, when evaluating reasonableness of rates
- Responsiveness to RFP and exceptions to or deviations from the RFP requirements
- The total fee for non-optional and optional tasks will be judged for value and used as the basis of comparison between the proposals submitted
- Quality of materials used

5. Willingness to Comply with the Proposed Agreement Terms. A sample agreement is attached as Attachments B. Proposals will be rated based on the exceptions taken to the proposed contract.

V. Conditions of Request

A. General Conditions

IWVGA reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, IWVGA makes no representations that any agreement will be awarded to any organization submitting a proposal. IWVGA reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto. Any changes to the proposal requirements will be made by written addendum.

#### B. Limitations

All reports and pertinent data or materials shall be the sole property of the IWVGA, and may not be used or reproduced in any form without the explicit written permission of IWVGA. IWVGA reserves the right to extend the time allotted for the proposal, to verbally examine the Proposer in person, request copies of previous work prepared by the consultant, and to request a best and final offer, should IWVGA deem that it is in its best interests to do so.

This RFP does not commit IWVGA to award a contract, or to pay any costs incurred in the preparation of the proposal. IWVGA reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to cancel this request in part or in its entirety. IWVGA may require the selected consultant to participate in negotiations and to submit such technical, price, or other revisions of their proposals as may result from negotiations. IWVGA reserves the right to negotiate all final terms and conditions of any contract entered into.

#### C. Liability of Costs and Responsibility

IWVGA shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. Proposers are liable for all errors and omissions contained in their proposals. The person or organization responding to the request shall hold IWVGA harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of IWVGA.

The selected PA will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected PA will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### D. Validity

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing **June \_\_, 2018**, during which time IWVGA may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

#### E. Standard Contractor Agreement

A sample contractor agreement has been provided in Attachments B for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the standard contractor agreement, these should be identified specifically; otherwise it will be assumed that

the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for IWVGA disqualifying a proposer.

Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, IWVGA will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. IWVGA will consider such exceptions as part of the evaluation process which may constitute the sole grounds for rejection of the proposal. The contractor agreement will not be executed by IWVGA without first being signed by the proposer.

#### F. Permits and Licenses

Proposer, and all of proposer's subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

#### G. Oral and Written Explanations

IWVGA shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized IWVGA official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

#### H. Proposer's Representative

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

#### I. Deliverables

Deliverables depend upon the task assigned. In general, 2 copies of administrative draft reports are required upon completion of each task. Following approval by the staff, 3 copies of each final report are required. One unbound copy of each final document and an electronic file containing all final documents and all information are to be provided. The consultant will develop a system to assemble, organize, store and utilize data in an electronic format. At the outset of the agreement, the consultant will submit a description of the software to be used in preparation of the reports and graphics.

#### J. Insurance

General Liability, Automobile, Professional Liability, and Worker's compensation insurance are required in the amount set forth in the attached sample contractor agreement.

# **ATTACHMENT A**

## **SCOPE OF SERVICES**

### **FOR**

#### **WATER AUDIT, LEAK DETECTION AND LEAK REPAIR PROGRAM**

The anticipated Scope of Work includes but is not limited to the following:

1. Identify Severely Disadvantaged Communities (SDACs) within the Indian Wells Valley Groundwater Basin (IWVGB):

- a. Review information available and identify SDACs within the IWVGB and identify each potential water users that may be included as part of this water audit, leak detection and repair program. Searles Valley (unincorporated community of Trona) shall also be included. Even though Searles Valley is located outside of the IWVGB, they have depended on IWVGB groundwater supplies since 1918. A map of the SDACs within IWVGB is attached as reference.

2. Develop a complete work plan for all tasks necessary for a successful water audit, leak detection and repair program. Based on the work plan, estimate the number of water audits anticipated.

3. Provide all outreach, communication, and coordination required for the program. Due to limited staffing, it should be assumed the IWVGA and the water purveyors will have a very limited role in the program.

4. Provide Phase 1 – Water Audit Services:

- a. Review accounting to identify, quantify, and verify water and revenue losses within the SDACs.
- b. Perform an “Initial” water audit that consists of a system-wide accounting of all water into and out of the water distribution system over a specific time period (minimum over a one-year period). The water quantified in the audit shall include the following:
  - i. Water Added to the System – quantity of water produced by the water agency and the quantity of water imported to the system from other sources
  - ii. Authorized Water Consumption including:
    - Billed authorized consumption
      - Billed metered consumption
      - Billed exported consumption
      - Billed unmetered consumption
    - Unbilled authorized consumption (including firefighting and training, flushing of water mains, street cleaning, landscape irrigation of public areas and streets, and water consumption at public buildings)
      - Unbilled meter consumption
      - Unbilled unmetered consumption



- iii. Water Losses determined from the difference between the amount of water added to the System and the amount of authorized water consumption, which could consist of “Apparent Losses” and “Real Losses”
  - Apparent Losses include unauthorized consumption, customer metering inaccuracies, and billing errors and adjustments
  - Real Losses include leakage on water mains, leakage and overflow at storage tanks, and leakage on service lines to the water meters. “Real Losses” are determined by subtracting “Apparent Losses” from the water losses
- c. Following completion of “Initial” water audit, provide recommendation to IWVGA on whether a more focused audit should be conducted to improve any initial estimates of water losses

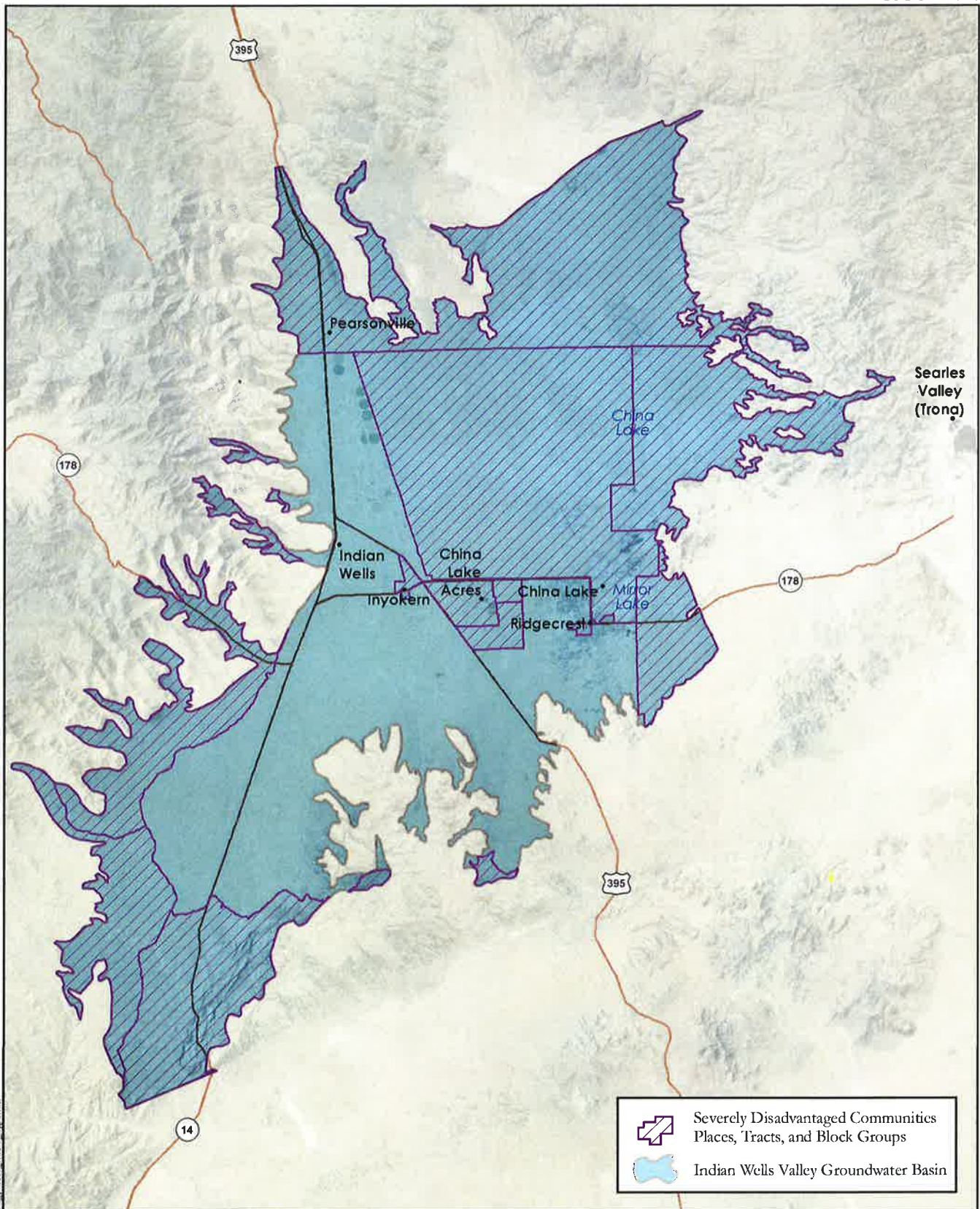
#### 5. Phase 2 – Leak Detection and Repair Program Services:

The selected Contractor (“Contractor”) shall provide all instruments, equipment, tools, personnel, and supervision required to perform leak surveys of the SDACs of water purveyors’ potable water distribution systems, including but not limited to the following tasks:

- a. Become familiar with the potable water systems by reviewing IWVGA-provided maps of the pipe networks and available appurtenances to be used for contact points. In some cases, only a general location of individual service lines is known
- b. Locate leaks in the water distribution systems. All equipment shall be operated by trained personnel experienced in performing the services required under this contract.
- c. Classify each leak, as follows:
  - i. Class 1. Any leak which is hazardous in terms of potential undermining, possibly resulting in surface collapse, encroachment and/or damage to nearby utilities, commercial or private properties or leaks severe enough to warrant immediate repair. These leaks are to be reported to the IWVGA immediately
  - ii. Class 2. Any leak that displays water loss significant enough to be monitored on a regular repair schedule
  - iii. Class 3. Small leaks which should be repaired as workload permits.
- d. Furnish a daily report to IWVGA’s project manager which includes the classifications and locations of leaks detected, estimated gallons per minute (gpm) loss and area covered. The format and design of any and all reports will be discussed with Contractor after Notice of Award, and shall be approved by IWVGA prior to start of work
- e. Furnish a written report within fifteen days of survey completion, including:
  - i. A summary of survey findings, including footage covered, estimated gpm water loss, quantity and types of leaks found, and recommendations for water distribution system improvement
  - ii. Area survey reports indicating pipe line areas covered, amount and type of contact points used, leak sound locations with decibel levels, approximate time spent and observations of water system irregularities

- iii. A detailed drawing showing the following information for each leak detected during survey: location, type of leak, leak classification, estimate of gpm loss, cover type, whether or not location was marked, and computer justification when applicable
  - iv. The format and design of any and all reports will be discussed with Contractor after Notice of Award, and shall be approved by IWVGA prior to start of work
- f. If a detected leak is repaired by the utility prior to Contractor's completion of field work, Contractor shall re-survey that section to ensure that no extremely quiet leaks were missed due to a particularly noisy leak or other variable.
- g. Work shall be conducted on weekdays (Monday through Friday) between the hours of 7 a.m. and 5 p.m. Any work required outside this schedule shall be approved in advance by IWVGA's Project Manager. All work shall be conducted in accordance with the latest edition of the Manual on Uniform Traffic Control Devices published by the Federal Highway Commission ("MUTCD")
- h. If requested, pinpointing leaks in private lines under this contract will be required as directed by the IWVGA.
- i. A narrative statement that describes proposer's methodology and approach to performing services, including, at a minimum, the following information:
  - i. Proposer's overall approach to the project.
  - ii. A list of equipment and/or instruments which will be used in the performance of the required services and their purpose
  - iii. How proposer will determine the distance sounds travel in various pipe materials, pipe sizes and pressure zones in each area of the system
  - iv. The process proposer will employ if normal contact points are not available or cannot be created within a reasonable distance
  - v. Under what circumstances nighttime work might be required
  - vi. An explanation of all IWVGA support, if any, required by proposer in the performance of the services, including IWVGA personnel, equipment, information, services, etc.
- j. Provide on-going support to IWVGA for quarterly invoicing and reporting to Department of Water Resources in showing compliance with grant funding requirements.

FIGURE 9-4



**PLACES, TRACTS, AND BLOCK GROUPS  
SEVERELY DISADVANTAGED COMMUNITIES  
INDIAN WELLS VALLEY GROUNDWATER BASIN**

Source: [http://www.water.ca.gov/irwm/grants/resources\\_dac.cfm](http://www.water.ca.gov/irwm/grants/resources_dac.cfm) (Used pursuant to DWR guidelines. Areas may not be up to date.)

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# **REQUEST FOR PROPOSALS**

Residential and Commercial Rebates Program

May 2018

Proposal Submission Deadline:

\_\_\_\_\_, 2018 – 3:00 PM PT

Make all inquiries and send all questions to:

Karen Brunelle, Stetson Engineers Inc.

861 S. Village Oaks Drive, Suite 100, Covina, CA 91724

Telephone: 626-967-6202

E-mail: [karenb@stetsonengineers.com](mailto:karenb@stetsonengineers.com)

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#### Attachments

Attachment A: Scope of Services

Attachment B: Standard IWVGA Contractor Agreement

## I. Introduction

The Indian Wells Valley Groundwater Authority (IWVGA) is requesting proposals for the development and implementation of a residential and commercial rebate program from qualified firms. The IWVGA intends to issue a contract for these services that would end by December 2019. The rebate program will benefit the Severely Disadvantaged Communities (SDACs) in the Indian Wells Valley groundwater basin and would include the Searles Valley (unincorporated community of Trona) which is dependent on the Indian Wells Valley groundwater basin as a source of supply. The rebate program is being funded by a Proposition 1 Groundwater Sustainability Planning Grant from the Department of Water Resources. This document outlines the requirements and minimum qualifications, selection process, and documentation necessary to submit a Proposal.

### A. Background

The Indian Wells Valley groundwater basin is located east of the southern Sierra Nevada Range in southern California with an area of approximately 382,000 acres underlying portions of Inyo, Kern, and San Bernardino Counties. The Indian Wells Valley groundwater basin is identified by the Department of Water Resources (DWR) as Basin 6-54 in Bulletin No. 118. In July 2016, the IWVGA was formed through a Joint Exercise of Powers Agreement for the purpose of forming a Groundwater Sustainability Agency (GSA) to manage the Indian Wells Valley groundwater basin and to implement Sustainable Groundwater Management Act (SGMA) requirements, including the development of the Groundwater Sustainability Plan (GSP). The IWVGA consists of the following voting member agencies:

1. City of Ridgecrest (a public agency)
2. Indian Wells Valley Water District (a California Special District)
3. County of Kern (a public agency)
4. County of Inyo (a public agency)
5. County of San Bernardino (a public agency)

along with the United States Department of the Interior Bureau of Land Management and the United States Navy, Naval Air Weapons Station China Lake as non-voting associate members.

### B. Purpose of the Request

The IWVGA is looking for a firm, hereafter known as the Program Administrator (PA), to provide all services needed to develop and implement an IWVGA-branded, user-friendly online marketplace for residential and commercial customers to find products that qualify for IWVGA's rebates and access the rebate application. The PA will identify the SDAC areas to be the focus of the program, propose and provide all outreach needed, manage rebate submission, verification, processing, payment, and reporting of information back to IWVGA. The rebate offerings shall include washing machines,



dishwashers, evaporative coolers, high-efficiency toilets and waterless urinals. IWVGA expects to receive 300-500 applications in the first year of operation.

## II. Scope of Services

Attachment A is the Scope of Services listing major work tasks that may be requested.

## III. Proposal Format

### A. RFP Manager

All questions and correspondence regarding the proposal documents and proposal should be directed in writing referencing "IWVGA Residential and Commercial Rebates Program" to:

Stetson Engineers Inc.  
861 S. Village Oaks Drive, Suite 100  
Covina, CA 91724  
Attention: Karen Brunelle  
Phone: 626-967-6202  
E-Mail: karenb@stetsonengineers.com

Pre-proposal questions will be accepted via email no later than 3:00 p.m. on Monday, \_\_\_\_\_, 2018. All questions received will be answered electronically via email to all participating Proposers. All Proposers interested in submitting a proposal must email their intention by \_\_\_\_\_, 2018, to guarantee receipt of IWVGA's answers to all pre-proposal questions. Proposers must also acknowledge receipt of pre-proposal clarifications in their proposal.

### B. Timetable

Responses to this Request for Proposal (RFP) with sealed proposals are due and must be received in Stetson Engineers' Office, 861 S. Village Oaks Drive, Suite 100, Covina, CA 91724, no later than 3:00p.m., Pacific Time, on Thursday, \_\_\_\_\_, 2018. No proposals shall be accepted after that time. IWVGA assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. Hand delivery before the deadline is recommended. Proposals received after the time and date listed above shall be returned to the proposer unopened.

The following schedule has been established for this RFP:

RFP Release Date	Tuesday, xxx, 2018
Proposers Submittal of Interest/Pre-Proposal Questions Due	Monday, xxx, 2018
Proposals Due	Thursday, xxx, 2018
Interviews Scheduled	Week of xxx, 2018
Consultant Selected	Tuesday, xxx, 2018
Final Contract Negotiations	Tuesday, xxx, 2018
IWVGA Board Approval of Contract	Monday, xxx, 2018
Projected Contract Start Date	Thursday, xxx, 2018

### C. Proposal Submission Instructions

All proposals must meet the content requirements and format guidelines listed below in the "Proposal Content Guidelines" section. The complete proposal shall be submitted by the due date in a sealed envelope marked "PROPOSAL FOR IWVGA Residential and Commercial Rebates Program". A total of two (2) complete double-sided copies on paper containing a minimum of 20% post-consumer recycled content and one (1) electronic copy of the proposal must be submitted. Proposals must be submitted in a sealed envelope, which details the business name, business address and contact person of the respondent. Responses must be addressed to the attention of Karen Brunelle, Stetson Engineers Inc.

### D. Proposal Content Guidelines

Proposals must be submitted with all documents required by this Request for Proposal. Proposals not submitted with all the required information may be considered incomplete and rejected by IWVGA. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative proposals, incomplete proposals, erasures, or irregularities of any kind. Any statement or qualification in proposal form, or attached to, or included therewith, serving to qualify proposal, or containing conflicting statements, or otherwise rendering proposal ambiguous or uncertain, will disqualify the proposal. IWVGA reserves the rights to reject any or all proposals.

#### 1. Introduction

Proposals should include the following:

- a) A letter of introduction briefly describing an understanding of the requested scope of work and qualifications to undertake this work such as experience in providing like services, background of the firm(s) and resumes of the principals involved.
- b) Additional material such as brochures and photos, promotional material, references, and supplemental graphics, applicable to the content of the proposal.
- c) Signature by an individual authorized by the firm or partnership to bind the firm or partnership to the proposal.

#### 2. Project Team

- a) Prime team members: Name of entity submitting the proposal, its mailing address, telephone number, facsimile number, email address, the name of contact individual as well as the signature of principal/owner/officer in case of joint venture or other. Describe business and background, including the size, location, capacity, type of firm, and year established.
- b) If applicable, subcontractors: List subcontractors with individual addresses, telephone numbers, facsimile numbers, email addresses, and areas of expertise.
- c) Briefly describe the project responsibility of each team member.

### 3. Project Personnel

Description of organization, management, and team members. Provide a description of the PA's organization and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify the project manager and the day-to-day contact person for the project. Contract terms will not permit substitution of lead personnel without prior approval by IWVGA. Description of qualifications of the professional personnel to be employed with a summary of similar works performed and a resume for each professional.

### 4. References, Related Experience and Examples of Work

Provide at least three client references (contact name, title, company name, address, phone number, and e-mail address) for relevant work. Specify the client, location, type of work, implementation results or status, examples of work, and other relevant information as needed.

Provide a minimum of two examples of similar solutions the PA has deployed for other utilities (web address). When components of the tool are inaccessible due to the need for a login, account number, or address, provide screen shots of the customer interface screens.

### 5. Additional Documents Required

In addition to the information required in the previous sections, the response must include the following:

- a) A statement that the firm is financially sound and has financial resources sufficient to successfully execute the contract.

### 6. Fee Schedule

Provide fee structure and schedule for the included services. Include year one and subsequent years, if there is an initial service setup fee. Provide an itemized fee list in the proposal. If needed, assume 400 rebates processed per year.

### 7. Contract

Comments and exceptions, if any, to IWVGA's standard contractor agreement and insurance requirements should be noted. It is understood that prospective consultants have reviewed the agreements (Attachment B) and will take exception only to those items identified in the proposals. If there are any concerns or proposed exceptions requested to the standard contractor agreement, these issues are to be discussed at the time of the interview.

## IV. Selection Process

### A. Qualifications

All proposals received by the due date will be evaluated by IWVGA. Only information which is received in response the RFP and input from references will be evaluated. IWVGA will judge responses of each proposing firm in several critical areas.

The selection process shall proceed as follows:

1. Based upon the submitted written responses to this RFP, the IWVGA selection panel shall select up to three Program Administrators to interview.
2. At the interview, the selection panel will expect the PA to give a presentation of the proposed solution with a software demonstration, if applicable. The project manager/main contact for this program must be present for the interview/presentation. The presentation will be followed by a question and answer period by the selection team. IWVGA will conduct interviews by conference call and screen sharing, and/or in face-to-face meetings based on the availability of the Proposer selected for interviews. IWVGA will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability, or national origin in the contract award. IWVGA reserves the right to reject any and all proposals at its discretion, thus not awarding the contract to any firm. IWVGA reserves the right to modify this RFP or the criteria for selection in any manner, to cancel this RFP, or to reject any one or more or all submittals.

IWVGA retains sole discretion to evaluate proposals and make an award to the Proposer that IWVGA deems to have the most responsive proposal. IWVGA reserves the right to invite the top candidate(s) for an oral interview, or to request additional clarifying information. The firm with the highest rating may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm. The recommendation of IWVGA shall be submitted to the IWVGA Board for award of contract.

Upon the approval of the IWVGA Board, IWVGA will issue the Notice of Award and deliver the signed contract to the awarded Proposer.

#### B. Selection Criteria

IWVGA will select the most qualified proposal based on the following factors.

1. Relevant qualifications and experience for comparable implementation and operation of energy efficiency rebate programs.
2. Conceptual and proposed solutions and past performance on comparable engagements, including ease-of-use for residential and commercial customers for other utilities and website appearance.
3. Ability to provide services outlined in the Request for Proposal and demonstration an understanding of IWVGA's needs.

4. Total Program Cost, while not determinative, may be considered in the selection process. The selected firm will be expected to maintain the proposed billing rates throughout the term of the contract.

5. Willingness to Comply with the Proposed Agreement Terms. A sample agreement is attached as Attachment B. Proposals will be rated based on the exceptions taken to the proposed contract.

## V. Conditions of Request

### A. General Conditions

IWVGA reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, IWVGA makes no representations that any agreement will be awarded to any organization submitting a proposal. IWVGA reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto. Any changes to the proposal requirements will be made by written addendum.

### B. Limitations

All reports and pertinent data or materials shall be the sole property of the IWVGA, and may not be used or reproduced in any form without the explicit written permission of IWVGA. IWVGA reserves the right to extend the time allotted for the proposal, to verbally examine the Proposer in person, request copies of previous work prepared by the consultant, and to request a best and final offer, should IWVGA deem that it is in its best interests to do so.

This RFP does not commit IWVGA to award a contract, or to pay any costs incurred in the preparation of the proposal. IWVGA reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, or to cancel this request in part or in its entirety. IWVGA may require the selected consultant to participate in negotiations and to submit such technical, price, or other revisions of their proposals as may result from negotiations. IWVGA reserves the right to negotiate all final terms and conditions of any contract entered into.

### C. Liability of Costs and Responsibility

IWVGA shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. Proposers are liable for all errors and omissions contained in their proposals. The person or organization responding to the request shall hold IWVGA harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of IWVGA.

The selected PA will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected PA will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### D. Validity

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing May 31, 2018, during which time IWVGA may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

#### E. Standard Contractor Agreement

A sample contractor agreement has been provided in Attachments B for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the standard contractor agreement, these should be identified specifically; otherwise it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for IWVGA disqualifying a proposer.

Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, IWVGA will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. IWVGA will consider such exceptions as part of the evaluation process which may constitute the sole grounds for rejection of the proposal. The contractor agreement will not be executed by IWVGA without first being signed by the proposer.

#### F. Permits and Licenses

Proposer, and all of proposer's subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

#### G. Oral and Written Explanations

IWVGA shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized IWVGA official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

#### H. Proposer's Representative

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

#### I. Deliverables

Deliverables depend upon the task assigned. In general, 2 copies of administrative draft reports are required upon completion of each task. Following approval by the staff, 3 copies of each final report are required. One unbound copy of each final document and an electronic file containing all final documents and all information are to be provided. The consultant will develop a system to assemble,

organize, store and utilize data in an electronic format. At the outset of the agreement, the consultant will submit a description of the software to be used in preparation of the reports and graphics.

#### J. Insurance

General Liability, Automobile, Professional Liability, and Worker's compensation insurance are required in the amount set forth in the attached sample contractor agreement.

# **ATTACHMENT A**

## **SCOPE OF SERVICES FOR RESIDENTIAL AND COMMERCIAL REBATE PROGRAM ADMINISTRATION**

The anticipated Scope of Work includes but is not limited to the following:

1. Identify Severely Disadvantaged Communities (SDACs) within the Indian Wells Valley Groundwater Basin (IWVGB):
  - a. Review information available and identify SDACs within the IWVGB and identify potential water users that may be included as part of this rebate program. Searles Valley (unincorporated community of Trona) shall also be included. Even though Searles Valley is located outside of the IWVGB, they have depended on IWVGB groundwater supplies since 1918. A map of the SDACs within IWVGB is attached as reference.
2. Develop a complete work plan for all tasks necessary for a successful rebate program. Based on the work plan, estimate the number of rebates anticipated for distribution.
3. Provide all outreach, communication, and coordination required for the rebate program. Due to limited staffing, it should be assumed the IWVGA and the water purveyors will have a very limited role in the program.
4. Provide full-scale rebate application processing services, including but not limited to the following:
  - a. Review all rebate applications to ensure completeness and program eligibility. Track and enforce application due dates and milestones. IWVGA will provide eligibility criteria and rebate amounts per product.
  - b. Perform all customer service-related functions by serving as the interface with utility customers to answer questions and assist with rebate application completion. Customers should be able to ask questions via email and telephone. Online chat functionality is also appropriate, but not necessary.
  - c. Provide a rebate application online or via email. Customers should be able to complete the application without having access to a printer.
  - d. Provide a mailed hard copy application to those customers that request it via phone, web request, or email and provide the same level of service as an online customer. IWVGA will have applications available in its Service Center for customers that operate solely via in-person interactions.
  - e. Rebates are available only to IWVGA area.
  - f. Provisions available for landlord/tenant situations so rebate itself may be sent to another location.



- g. Monitor and track utility program-specific funding to contain spending within utility-specified amounts.

5. Provide rebate distribution services:

- a. Disburse and deliver all rebates to customers.
- b. Ensure that customers receive their rebate via paper check or pre-paid credit/debit card within three months of completing and submitting their application. Check or card is branded with IWVGA's logo when available.
- c. Provide with the rebate an IWVGA-branded (may be co-designed or designed by IWVGA) document to show appreciation for the customer's participation and increase association of the rebate with their community-owned utility.

6. Provide rebate services for the following water efficient products:

- a. Washing Machines
- b. Dishwashers
- c. Evaporative Coolers
- d. High-Efficiency Toilets
- e. Waterless Urinals

7. Website functionality:

- a. Create a platform that will allow customers to search for water efficient products that qualify for IWVGA rebates.
- b. Provide filters to search by common product features and price.
- c. Ensure that the platform directs customers to online and brick-and-mortar, local when possible, retailers where they can purchase qualifying water efficient products.

8. Provide monthly updates to IWVGA:

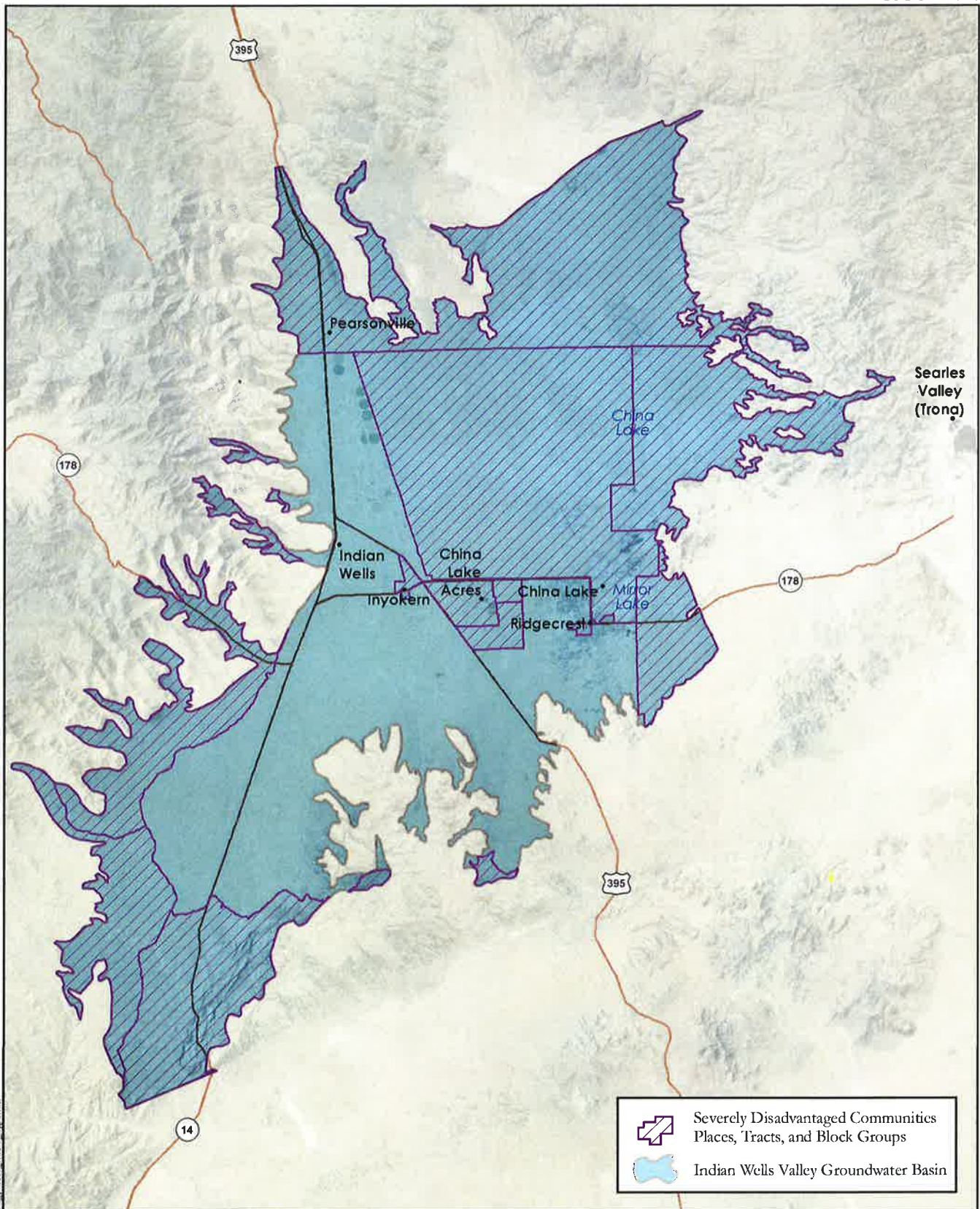
- a. Provide all program performance metrics including: program participant mailing and service addresses, IWVGA or Water Purveyor account number (if part of verification process), phone, email, products rebated, rebate amount provided.
- b. Provide electronic copies of all supporting documents for rebate applications including: rebate application, receipt/proof of purchase, and photos.
- c. Provide web analytics, including user time spent on website and number of web visits.
- d. Organize rebates processed by SDACs into Census Tract Identification Numbers.

9. Additional features:

- a. Vendor should be able to limit rebates based on frequency (example – notify IWVGA if a customer requests a washing machine rebate within five years of their previous washing machine rebate).

- b. PA to train IWVGA staff how to use the online tool, particularly the Customer Service Representatives.
- c. PA's service provides customers with an automatic status update during various stages of the rebate process, or allows customers to log in to check the status of their rebate.
- d. Provide recycling services, or the ability to work with a recycler, for old washing machines, dishwashers, toilets and urinals.
- e. PA should be able to estimate the date of full implementation based on the start of the contract.
- f. PA to provide IWVGA with estimated annual water savings based on projected rebates processed.
- g. PA to provide information required for reporting progress and showing compliance with the grant requirements.

FIGURE 9-4



**PLACES, TRACTS, AND BLOCK GROUPS  
SEVERELY DISADVANTAGED COMMUNITIES  
INDIAN WELLS VALLEY GROUNDWATER BASIN**

Source: [http://www.water.ca.gov/irwm/grants/resources\\_dac.cfm](http://www.water.ca.gov/irwm/grants/resources_dac.cfm) (Used pursuant to DWR guidelines. Areas may not be up to date.)

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# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

Kern McGee Community Center, 100 W. California Ave, Ridgecrest, CA 93555

## TECHNICAL ADVISORY COMMITTEE REPORT

Thursday, May 17<sup>th</sup>, 2018, Time 10:00 a.m.

- Call to Order followed by Public Comments. Comment—The GA Board should consider another site for TAC meetings with better parking. Comment—From EKRCDC there are grants funds available from the State for Household Small Water Systems and Wells (repair/meters). Comment—TAC needs a paid staff person for the Minutes and TAC members should have a small “reproduction” allowance for important reference documents. April Meeting Minutes discussion and corrections comments were taken to revise the minutes. The April minutes will be revised as needed and May minutes released shortly.
- The April Minutes lead to a significant discussion on “approval” and “voting”. I advised that the TAC does not vote but works toward consensus and advises the WRM. After more discussion/disagreement, the WRM offers input on information received from legal counsel. Disagreement. The WRM offered to bring back more information and later sent clarification to the Chair regarding acceptance of the previous minutes
- Admin Issues. New member Don Quist. Ethics forms. Need for help with TAC Minutes.
- WRM/TAC Discussion – GSP Projects and Tasks
  - a. Verbal update on status of Prop 1 Grant funding by WRM.
  - b. WRM review of updated TAC—PAS with emphasis on delays with Navy-DRI Agreement for Modeling Support.
  - c. WRM presentation of status of Data Gaps-Monitoring Wells, with reference to suggestions from TAC members. Potential for DWR Technical Support Services (TSS—Item 6.) and agreement on priorities for any new MW’s.
  - d. IWVGA-DRI Agreement Scope/Budget. Presentation on the new draft GA Agreement with DRI for modeling work. Alternative Scope/Budget and potential need for GA to use new funds for “fees” if full scope/budget is preferred. Some suggested modifications to reduce Scope/Budget for full scope. TAC advise to WRM—use full scope and work on ways to reduce budget.
  - e. Draft RFP Water Audit. Presentation by WRM with minimal comments. Goes to GA Board.
  - f. Recycled Water. Third presentation. Now down to potential project priorities and cost-benefit/feasibility. Suggestions from TAC. Alternative Water. Third presentation. Focus is now on regulatory hurdles, sources of water supply and physical facilities needed for imported water. TAC emphasized urgency. Pumping Fee. WRM reviewed the updated list of wells that may be subject to the new GA Pumping Fee. WRM requested TAC input by May
- Future Agenda meeting items are Imported Water, Recycled water, Data Gaps—Weather Stations and Stream Gages, Modeling Schedule, and Pumping Fee
- The Future meeting dates for June and July have been set: The June meeting will be held May 31<sup>st</sup> and the July meeting on the 12<sup>th</sup>.
- TAC member comments, a reminder of the Groundwater Resources Association summit meeting and preparation workshop June 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup>.
- **The TAC meeting was finished and adjourned at 4:25 pm.**

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PAC Report for IWVGA Board of Directors Meeting – May 17, 2018

The PAC meeting scheduled for May 3, 2018 was cancelled.

The PAC is ready and willing to conduct substantive and meaningful work and looks forward to clear direction from the IWVGA Board of Directors and the Water Resources Manager for future agendas.

Submitted by,



Donna Thomas, IWVGA PAC Chair    May 8, 2018

As PAC Representative for the Eastern Kern County Resource Conservation District, I do have one announcement. At the EKCRCDD Board meeting held on May 2, 2013 the board members discussed a grant program for well replacement and well rehabilitation. Upon following up regarding the program parameters, we found that this program is a statewide program called Household and Small Water System Drought Assistance Program. It offers grants and low interest loans for individual well owners and small water systems with 15 or fewer connections. Funding is based on recipient's income and affordability.

There is a six page application form that can be filled out and submitted by individuals to the California Rural Water Association. There are some requirements to address eligibility for applicants who meet low income criteria and who are asked to submit a list of supporting documents. The deadline for submitting applications is June 30, 2018. Copies of the 6 page application are available from the EKCRCDD and in the foyer at the Indian Wells Valley Water District. See attached flyer/fact sheet.



# Notice of Funding Availability Household & Small Water System Drought Assistance Program (HSWSDA)

## **INTRODUCTION**

**Application Deadline is June, 30, 2018. Program might not be offered again.**

The State Water Resources Control Board (State Water Board) authorized \$5 million to assist individual households and small water systems to address drought-related drinking water emergencies. Funds are administered by three non-profit organizations (see below). Funding is available as low-interest loans and/or grants based on recipient's income and affordability.

## **ELIGIBLE RECIPIENTS:**

- ◆ Individual Households (Homeowners)
- ◆ Small Water Systems serving less than 15 connections

## **ELIGIBLE PROJECTS (include, but not limited to):**

- ◆ New well construction
- ◆ Design costs of necessary infrastructure
- ◆ Permit and connection fees
- ◆ Well rehabilitation/repair (including extending wells to deeper aquifers)
- ◆ Distribution/Conveyance pipelines (up to point of entry of household)
- ◆ Limited consolidation efforts (i.e. laterals, above-ground interties)
- ◆ All necessary appurtenances, etc.

## **MAXIMUM FUNDING:**

- ◆ Up to \$45,000 for Individual Households
- ◆ Up to \$100,000 for Small Water Systems

*Note: maximum funding includes funds from all sources combined.*

## **HOW TO APPLY:**

*California Counties Served: Fresno, Kern, Kings, Madera, Mariposa, Merced, Stanislaus and Tulare:*

### ◆ **Self-Help Enterprises (SHE)**

CONTACT: Julie Cabañas  
8445 W. Elowin Ct.  
Visalia, CA 93290  
(559) 802-1610  
E-Mail: [juliec@selfhelpenterprises.org](mailto:juliec@selfhelpenterprises.org)  
Website: <http://www.selfhelpenterprises.org/>

*California Counties Served: All (Statewide)*

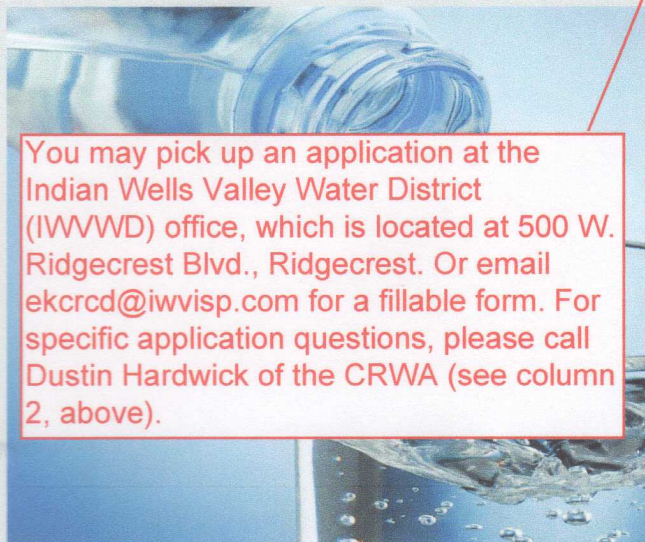
### ◆ **Rural Community Assistance Corporation (RCAC)**

CONTACT: Cyndy Elliott  
7201 Dusty Lane  
Modesto, CA 95357  
(209) 576-0430  
E-Mail: [celliot@rcac.org](mailto:celliot@rcac.org)  
Website: <http://www.rcac.org/>

*California Counties Served: San Bernardino, Riverside, Los Angeles, Kern, Inyo, San Diego, and Imperial:*

### ◆ **California Rural Water Association (CRWA)**

CONTACT: Dustin Hardwick or Lily Slabosnitskiy  
4131 Northgate Blvd.  
Sacramento, CA 95834  
(916) 553-4900  
E-Mail: [dhardwick@calruralwater.org](mailto:dhardwick@calruralwater.org) or  
[lslabosnitskiy@calruralwater.org](mailto:lslabosnitskiy@calruralwater.org)  
Website: <http://www.calruralwater.org/>



You may pick up an application at the Indian Wells Valley Water District (IWWVD) office, which is located at 500 W. Ridgecrest Blvd., Ridgecrest. Or email [ekcrd@iwwisp.com](mailto:ekcrd@iwwisp.com) for a fillable form. For specific application questions, please call Dustin Hardwick of the CRWA (see column 2, above).

## **GENERAL INFORMATION—STATE WATER BOARD**

Mark Fong, Engineer (**Main Contact**)

[mark.fong@waterboards.ca.gov](mailto:mark.fong@waterboards.ca.gov) or (916) 341-5827

Daman Badyal, Senior Engineer

[damanvir.badyal@waterboards.ca.gov](mailto:damanvir.badyal@waterboards.ca.gov) or (916) 319-9436

State Water Board Website: <http://www.waterboards.ca.gov/>



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