

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, November 15, 2018

Closed Session **10:00 a.m.**

Open Session **11:00 a.m.**

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact 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 – 10:00 a.m.

2. PUBLIC COMMENTS ON CLOSED SESSION

This time is reserved for the public to address the Board about CLOSED SESSION matters on the agenda. Comments are limited to three minutes per person.

3. CLOSED SESSION

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

4. OPEN SESSION – 11:00 a.m.

- a. Pledge of Allegiance

5. PRESENTATION

- a. SGMA update by State Water Resources Control Board Representatives

**IWVGA Board of Directors
Meeting of November 15, 2018**

6. 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.

7. CONSENT AGENDA

- a. Approve Minutes of Board Meeting October 18, 2018
- b. Approve Expenditures
 - i. \$6,240 - RWG Law
 - ii. \$74,772.49 – Stetson Engineers
- c. Financial Update

8. WATER RESOURCES MANAGER (WRM) REPORT

- a. Report/Discussion on Plan of Action and Milestones (POAM)
- b. Report on Submittal of Proposition 1 Grant Application Status
- c. Report on Pump fee Status/Schedule
- d. Well monitoring

9. APPROVAL OF GENERAL LIABILITY INSURANCE COVERAGES FOR IWVGA

10. DRI MODELING FOR BRACKISH WATER GROUP

- a. Discussion and Approval of Amendment to Agreement between IWVGA and Desert Research Institute.
- b. Discussion and Approval of Reimbursement Agreement between the IWVGA and the Indian Wells Valley Water District as a representative of the Brackish Water Group.

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 – December 20, 2018; 10:00 a.m.

16. 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, October 18, 2018, 10:00 a.m.

IWVGA Members Present:

Chairperson Peggy Breeden, City of Ridgecrest	Mick Gleason, Kern County
Peter Brown, Indian Wells Valley Water District	Luther Snoke, San Bernardino County
Keith Lemieux, Legal Counsel	Ron Strand, IWVGA General Manager
Stephen Johnson, IWVGA Water Resources Manager	Lauren Duffy, IWVGA Board Clerk
Ryan Klausch, BLM	Commander Pete Benson
Bob Harrington, Inyo 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 10:00 a.m.

2. PUBLIC COMMENTS ON CLOSED SESSION:

None.

With no public comment made, Chairperson Breeden calls the meeting into Closed Session at 10:01 a.m.

3. CLOSED SESSION:

- CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION Significant exposure to litigation pursuant to § 54956.9(b): (One Case) Significant exposure to litigation in the opinion of the Board of Directors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the IWVGA but which are not yet known to a potential plaintiff or plaintiffs which facts and circumstances need not be disclosed.

4. OPEN SESSION:

The meeting is recalled to Open Session at 11:01 a.m.

- a. The Pledge of Allegiance is led by Jack Barnwell.

5. PUBLIC COMMENTS:

Judie Decker, representing the Eastern Kern County Resource Conservation District (EKCRCD), reports that a new California Irrigation Management Information System (CIMIS) station has been installed on the golf course of the China Lake Base. Ms. Decker thanks the Navy for their help with the project.

Shirley Kirkpatrick voices her concerns regarding Los Angeles Department of Water and Power (LADWP) taking water from the Owens Valley that historically flowed to the Indian Wells Valley (IWV) basin and the possibility of LADWP building a water desalination plant.

Nick Panzer comments that he believes the reduction in pumping is necessary to achieve sustainability and should first go to the health and safety of all users in the IWV and Searles Valley. Comment letter submitted.

West Katzenstein seconds the key elements of Nick Panzer's comments.

Ralph Lachenmaier voices his concerns regarding the value of his house decreasing and the Board not following up on multiple options other than importing water.

6. CONSENT AGENDA:

- a. Approve Minutes of Board Meeting September 20, 2018
- b. Approve Expenditures
 - i. RWG Law - \$279.07
 - ii. Stetson Engineers - \$68,905.43
- c. Financial Report – item pulled for discussion
- d. Approval of a Resolution 04-18 appointing members to the PAC

Chairwoman Breeden requests agenda item #6c be pulled for further discussion.

Motion made by Mick Gleason and seconded by Luther Snoke to approve the Minutes of Board Meeting September 20, 2018, Expenditures in the amount of \$279.07 to RWG Law, \$68,905.43 to Stetson Engineers, and Resolution 04-18. Motion carried unanimously. (Ayes: Breeden, Brown, Gleason, Harrington, Snoke. Nays: None. Absent: None.)

General Manager Ron Strand provides the financial report update.

Motion made by Peter Brown and seconded by Bob Harrington to approve the agenda item #6c – Financial Report. Motion carried unanimously. (Ayes: Breeden, Brown, Gleason, Harrington, Snoke. Nays: None. Absent: None.)

7. WATER REOURCES MANAGER REPORT:

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

Jeff Helsley provides a report on the updated POAM. (Available at www.IWVGA.org)

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

Steve Johnson provides an update on the Proposition 1 Grant status. Progress Reports/Invoices are required to be submitted quarterly to Department of Water Resources (DWR). The goal is to have the first Progress Report/Invoice submitted by November or December 2018. Staff recommends that the IWVGA Board hire an Administrative Analyst to reduce costs accrued by Stetson Engineers.

- c. **Report on Pump fee Status/Schedule:**

Mr. Johnson provides an update on the Pump Fee Status. A total of 44 wells have registered, leaving 29 un-registered. Those 29 un-registered wells are believed to be non-de-minimis based

on criteria. October pumping reports and payments are due by November 10th. Total pumping reported thus far is 2,242 acre-feet (AF).

d. Update on Oct 1, 2018 WRM/Markman Pumping Allocation Meetings:

Mr. Johnson provides an update on the Pumping Allocation meetings.

Steve Johnson and Jim Markman, Special Counsel, met with five (5) pumping groups including: Navy, municipal (including mutual), industrial (including Searles Valley Minerals), large and small agriculture, and domestic/de-minimis wells. Notes were prepared by Mr. Johnson from each group meeting and will be provided to IWVGA Board staff prior to being provided to Board members.

Jim Markman plans to attend the next IWVGA Board meeting and provide a report. It is unsure at this time if the report will be presented during closed or open session.

Key points mentioned at the Pumping Allocation meeting included:

- Health and Safety water allocation
- Imported Water
- Reduced pumping by all users
- Any “ramp down” of pumping must be fair and equitable.

Mr. Johnson also mentions the technical concerns discussed at the Pumping Allocation meetings.

The Board hears comments from Nick Panzer, Will Liebscher, Tom Mulvihill, Judie Decker, Derek Hoffman, and Ralph Lachenmaier.

8. RESOLUTION 05-18 – APPROVAL OF AN AGREEMENT FOR BROWN ARMSTRONG TO CONDUCT A FINANCIAL AUDIT OF AUTHORITY:

Ron Strand provides a brief description of Resolution No. 05-18. The IWVGA is required to conduct an audit certified by a public accountant. The audit is due by December 31, 2018. Kern County serves as the fiscal treasurer agent for the IWVGA and recommended Brown Armstrong as a suitable accountant to conduct the audit. Staff recommends the Board approve the Agreement so staff may proceed.

Motion made by Mick Gleason and seconded by Peter Brown to approve Resolution No. 05-18, Approval of an Agreement for Brown Armstrong to conduct a financial audit of Authority. Motion carried unanimously. (Ayes: Breeden, Brown, Gleason, Harrington, Snoke. Nays: None. Absent: None.)

9. REPORT FROM TECHNICAL ADVISORY COMMITTEE (TAC):

Adam Bingham, TAC chair, provides a report from the October 4, 2018 IWVGA TAC Meeting.

10. REPORT FROM POLICY ADVISORY COMMITTEE (PAC):

Donna Thomas, PAC chair, reports the Policy Advisory Committee meeting scheduled for October 4, 2018, was cancelled.

The Board hears comments from Nick Panzer.

11. GENERAL MANAGER'S REPORT:

Keith Lemieux reports that the Association of California Water Agencies Joint Powers Insurance Authority (ACWA-JPIA) is considering establishing a new limited purpose risk pool. The risk pool would provide coverage for actions taken while a Groundwater Sustainability Plan (GSP) is being validated. A certain critical mass would need to be reached in order for there to be enough money to fund the risk pool, so there have been discussions of a preliminary buy-in of \$10,000. The Board directs staff to bring further information back at the next Regular Board meeting.

Mr. Lemieux provides a report from Closed Session which took place at the beginning of this meeting; stating that no action was taken which would require disclosure under the Brown Act. Discussions were concluded with respect to those matters and no further Closed Session is needed today.

12. CLOSING COMMENTS:

None.

13. DATE AND TIME OF NEXT MEETING:

The next IWVGA Regular Board Meeting will be held on November 15, 2018; at 10:00 a.m.

With no further Board or Public comments, Chairwoman Breeden announced the Board will not recess into Closed Session, instead adjourn.

14. CLOSED SESSION: (removed from agenda)

- Government Code § 54957 – Public Employment – Analyst
- CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION Significant exposure to litigation pursuant to § 54956.9(b): (One Case) 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.

15. ADJOURN:

The meeting is adjourned by Chairwoman Breeden at 12:43 p.m.

Respectfully submitted,



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
 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: 2652-14

Invoice Date: 10/24/2018

Project #: 2652

Indian Wells Valley Groundwater Authority

Professional Services for the Period 9/01/2018 through 9/30/2018

Water Resources Management

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

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	26.50	\$230.00	\$6,095.00
Supervisor I	37.00	\$200.00	\$7,400.00
Associate I	5.00	\$115.00	\$575.00
Associate III	0.75	\$105.00	\$78.75
<i>Professional Services Subtotal:</i>			<u>\$14,148.75</u>

Reimbursables	Charge
Reproduction (Color)	\$915.81
Data	\$655.47
Lodging	\$168.66
Mileage	\$305.20
Reproduction	\$0.30
Reimbursables Subtotal:	<u>\$2,045.44</u>

Prep & Attend Board, PAC & TAC Mtgs/Consult w/ Authority & Committees to Dev \$16,194.19

02.01 - Prop 1 Grant Administration

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.00	\$230.00	\$690.00
<i>Professional Services Subtotal:</i>			<u>\$690.00</u>

Prop 1 Grant Administration Subtotal: \$690.00

04.01 - Data Gaps

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	2.50	\$230.00	\$575.00
Supervisor I	24.00	\$200.00	\$4,800.00
GIS Manager	10.75	\$115.00	\$1,236.25
Assistant III	27.75	\$85.00	\$2,358.75
<i>Professional Services Subtotal:</i>			<u>\$8,970.00</u>

Reimbursables	Charge
Telephone - Conference Call	\$217.69
Reimbursables Subtotal:	<u>\$217.69</u>

Data Gaps Subtotal: \$9,187.69

04.02 - Data Management System

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	14.50	\$115.00	\$1,667.50

**04.02 - Data Management System****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Assistant	0.50	\$100.00	\$50.00

Professional Services Subtotal: \$1,717.50

Data Management System Subtotal: \$1,717.50

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

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	3.00	\$200.00	\$600.00
Associate I	5.75	\$115.00	\$661.25

Professional Services Subtotal: \$1,261.25

Project Management Costs & Schedule Subtotal: \$1,261.25

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	2.25	\$115.00	\$258.75
Associate III	0.50	\$105.00	\$52.50
Administrative II	4.00	\$65.00	\$260.00

Professional Services Subtotal: \$771.25

POAM Subtotal: \$771.25

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	2.00	\$230.00	\$460.00
Supervisor I	26.00	\$200.00	\$5,200.00

Professional Services Subtotal: \$5,660.00

Reimbursables

	<u>Charge</u>
Car Rental	\$211.29
Lodging	\$123.74
Telephone - Conference Call	\$90.65

Reimbursables Subtotal: \$425.68

IWVGW Basin 3rd Party Sustainability/Safe Yield Rev (GSP Compliance)/Numerica \$6,085.68

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

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	3.50	\$200.00	\$700.00
Senior Assistant	71.50	\$100.00	\$7,150.00

Professional Services Subtotal: \$7,850.00

IWVGW Basin Oppty's & Constraints for Alt Imported Water Supplies Subtotal: \$7,850.00

08.02 - Introduction**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate III	1.00	\$105.00	\$105.00
Senior Assistant	9.50	\$100.00	\$950.00

Professional Services Subtotal: \$1,055.00

Reimbursables

	<u>Charge</u>
Postage	\$2.00
Reproduction	\$0.15

Reimbursables Subtotal: \$2.15

Introduction Subtotal: \$1,057.15

**08.03 - Plan Area and Basin Setting****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior II	1.00	\$145.00	\$145.00
Senior Assistant	40.00	\$100.00	\$4,000.00
<i>Professional Services Subtotal:</i>			<u>\$4,145.00</u>
<i>Plan Area and Basin Setting Subtotal:</i>			<u>\$4,145.00</u>

08.05 - Projects and Management Actions**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Assistant	40.00	\$100.00	\$4,000.00
<i>Professional Services Subtotal:</i>			<u>\$4,000.00</u>
<i>Projects and Management Actions Subtotal:</i>			<u>\$4,000.00</u>

08.05.01 - Pumping Allocation**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	36.50	\$230.00	\$8,395.00
Supervisor II	4.00	\$185.00	\$740.00
Associate I	5.75	\$115.00	\$661.25
Associate III	4.25	\$105.00	\$446.25
<i>Professional Services Subtotal:</i>			<u>\$10,242.50</u>
<i>Pumping Allocation Subtotal:</i>			<u>\$10,242.50</u>

08.08 - Develop Draft**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Assistant	8.00	\$100.00	\$800.00
<i>Professional Services Subtotal:</i>			<u>\$800.00</u>
<i>Develop Draft Subtotal:</i>			<u>\$800.00</u>

11.01 - Monitoring Wells - Planning**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
GIS Specialist I	1.50	\$95.00	\$142.50
<i>Professional Services Subtotal:</i>			<u>\$142.50</u>
<i>Monitoring Wells - Planning Subtotal:</i>			<u>\$142.50</u>

11.03 - Stream Gages - Planning**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$230.00	\$345.00
GIS Manager	7.00	\$115.00	\$805.00
Assistant III	1.75	\$85.00	\$148.75
<i>Professional Services Subtotal:</i>			<u>\$1,298.75</u>
<i>Stream Gages - Planning Subtotal:</i>			<u>\$1,298.75</u>

11.05 - Aquifer Tests**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
GIS Manager	2.50	\$115.00	\$287.50
<i>Professional Services Subtotal:</i>			<u>\$287.50</u>
<i>Aquifer Tests Subtotal:</i>			<u>\$287.50</u>

14 - Pumping Assessment Support**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	8.00	\$230.00	\$1,840.00
Supervisor I	3.50	\$200.00	\$700.00

**14 - Pumping Assessment Support****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior II	23.00	\$145.00	\$3,335.00
Associate I	21.50	\$115.00	\$2,472.50
Associate III	0.50	\$105.00	\$52.50
Administrative I	0.50	\$70.00	\$35.00
<i>Professional Services Subtotal:</i>			<u>\$8,435.00</u>

Reimbursables

		<u>Charge</u>
Reproduction (Color)		\$6.23
Reproduction		\$0.30
<i>Reimbursables Subtotal:</i>		<u>\$6.53</u>

Pumping Assessment Support Subtotal: \$8,441.53

16 - Brackish Water Study Coordination**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	3.00	\$200.00	\$600.00
<i>Professional Services Subtotal:</i>			<u>\$600.00</u>

Brackish Water Study Coordination Subtotal: \$600.00

Water Resources Management Subtotal: \$74,772.49

***** Invoice Total *****

\$74,772.49



REIMBURSABLES SUMMARY

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

Invoice Number: 2652-14

Invoice Date: 10/24/2018

Project #: 2652

Indian Wells Valley Groundwater Authority

Professional Services for the Period 9/01/2018 through 9/30/2018

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>
Lodging	09/06/2018	1.00	\$168.66	\$168.66	
Mileage	09/06/2018	280.00	\$0.545	\$152.60	
Data	09/19/2018	1.00	\$12.99	\$12.99	
Data	09/19/2018	1.00	\$642.48	\$642.48	
Mileage	09/20/2018	280.00	\$0.545	\$152.60	
Reproduction	09/30/2018	2.00	\$0.15	\$0.30	
Reproduction (Color)	09/30/2018	1,029.00	\$0.89	\$915.81	
Prep & Attend Board,PAC & TAC Mtgs/Consult w/ Authority &				\$2,045.44	

04.01 - Data Gaps

Reimbursables

<u>Description</u>	<u>Date</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Charge</u>	<u>Notes</u>
Telephone - Conference Call	09/12/2018	1.00	\$49.94	\$49.94	
Telephone - Conference Call	09/19/2018	1.00	\$61.57	\$61.57	
Telephone - Conference Call	09/24/2018	1.00	\$106.18	\$106.18	
Data Gaps Sub-Total:				\$217.69	

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>
Car Rental	09/06/2018	1.00	\$48.23	\$48.23	
Car Rental	09/07/2018	1.00	\$145.56	\$145.56	
Car Rental	09/07/2018	1.00	\$17.50	\$17.50	
Lodging	09/07/2018	1.00	\$123.74	\$123.74	
Telephone - Conference Call	09/11/2018	1.00	\$18.88	\$18.88	
Telephone - Conference Call	09/26/2018	1.00	\$71.77	\$71.77	
IWVGW Basin 3rd Party Sustainability/Safe Yield Rev (GSP				\$425.68	

08.02 - Introduction

Reimbursables

<u>Description</u>	<u>Date</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Charge</u>	
Postage	09/30/2018	1.00	\$2.00	\$2.00	
Reproduction	09/30/2018	1.00	\$0.15	\$0.15	
Introduction Sub-Total:				\$2.15	

14 - Pumping Assessment Support

Reimbursables

<u>Description</u>	<u>Date</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Charge</u>	<u>Notes</u>
Reproduction	09/30/2018	2.00	\$0.15	\$0.30	
Reproduction (Color)	09/30/2018	7.00	\$0.89	\$6.23	
Pumping Assessment Support Sub-Total:				\$6.53	



HAMPTON INN & SUITES - RIDGECREST
104 EAST SYDNOR AVE.
RIDGECREST, CA 93555
United States of America
TELEPHONE 760-446-1968 • FAX 760-446-1541
Reservations
www.hilton.com or 1 800 HILTONS

Johnson, Stephen

5763 GLEN OAKS DRIVE

LA VERNE CA 91750

UNITED STATES OF AMERICA

Room No: 339/KXTO
Arrival Date: 9/6/2018 4:50:00 PM
Departure Date: 9/7/2018 7:18:00 AM
Adult/Child: 1/0
Cashier ID: DMR
Room Rate: 149.00
AL:
HH # 169274464 BLUE
VAT #
Folio No/Che 163050 A

Confirmation Number: 92741163

HAMPTON INN & SUITES - RIDGECREST 9/7/2018 7:18:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
9/6/2018	537370	GUEST ROOM	\$149.00
9/6/2018	537370	ROOM OCCUPANCY - TAX	\$14.90
9/6/2018	537370	RIDGECREST TOURISM IMPROVMENT	\$4.47
9/6/2018	537370	CA TOURISM ASSESSMENT	\$0.29
9/7/2018	537408	VS *3519	(\$168.66)
BALANCE			\$0.00

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 5,000 hotels and resorts in 100 countries, please visit Honors.com

Hampton hotels are all over the world. Find us in Canada, Costa Rica, Ecuador, Germany, India, Mexico, Poland, Turkey, United Kingdom, and United States of America. Coming soon in Italy and Romania.

CREDIT CARD DETAIL

APPR CODE	08160D	MERCHANT ID	0194597900
CARD NUMBER	VS *3519	EXP DATE	09/20
TRANSACTION ID	537408	TRANS TYPE	Sale

Payment Receipt for Dean's IPOWER account

Dean Curtis
iavgspcom
deanc@stetsonengineers.com
1 415-457-0701

Order Total
\$642.48

Managed VPS Business
iavgsp.com

\$642.48

PAID 09/19/2018
Visa (6952)

Term 10/04/2018 - 10/04/2019
#191971643

Summary

Subtotal **\$642.48**

Order Total \$642.48

This report reflects receipt/payment activity recorded by IPOWER on your behalf as of 10/24/2018 for the payment listed above. It does NOT reflect the status of any other payment.

If you have questions about our billing policies, please review [IPOWER's Terms of Service agreement](#) or contact IPOWER's Help Center (Toll free: 888-511-4678) Thank you!

Prepared 10/24/2018

Payment Receipt for Dean's IPOWERR account

Dean Curtis
cpenwater2016
deanc@stetsonengineers.com
+14154570701

Order Total
\$12.99

Domain Privacy - 1 Year
iwvgsp.com

\$12.99

PAID 09/19/2018
Visa (6952)

Term 10/04/2018 - 10/04/2019
#191969645

Summary

Subtotal	\$12.99
Order Total	\$12.99

This report reflects receipt/payment activity recorded by IPOWERR on your behalf as of 10/24/2018 for the payment listed above. It does NOT reflect the status of any other payment.

If you have questions about our billing policies, please review [IPOWERR's Terms of Service agreement](#) or contact IPOWERR's Help Center (Toll free: 888-511-4678) Thank you!

Prepared 10/24/2018

Conference Detail

Account #: 1757778 Invoice #: 1744261359 Date: 09/30/2018

Owner: Reich, Steve

Conference	Date	Time	Attendees	Minutes	Total Charges
209258487	09/06/18	13:28 ET	4	181	\$23.40

Reserved By Steve Reich

Reservationless-Plus

Project Accounting Code: 2660

Connect	Attendee	Call Number	Type	Minutes	Charge
Global Access Toll Free / USA					
13:30 ET	eRes-Plus - 4154570701		G8/US	44	\$4.40
13:28 ET	eRes-Plus - 7607300701 LDR		G8/US	46	\$4.60
13:29 ET	eRes-Plus - 9496830398		G8/US	47	\$4.70
13:30 ET	eRes-Plus - 9515717256		G8/US	44	\$4.40
State & Local Taxes and Fees					\$5.30

Conference	Date	Time	Attendees	Minutes	Total Charges
209688069	09/07/18	12:59 ET	2	51	\$9.62

Reserved By Steve Reich

Reservationless-Plus

Project Accounting Code: 2698

Connect	Attendee	Call Number	Type	Minutes	Charge
Global Access Toll Free / USA					
13:02 ET	eRes-Plus - 4154570701		G8/US	24	\$2.40
12:59 ET	eRes-Plus - 7607300701 LDR		G8/US	27	\$2.70
Other Features					
Conference Minimum - Reservation Plus					1 @ \$2.40
State & Local Taxes and Fees					\$2.12

Conference	Date	Time	Attendees	Minutes	Total Charges
210565694	09/11/18	11:57 ET	3	146	\$18.88

Reserved By Steve Reich

Reservationless-Plus

Project Accounting Code: 62

Connect	Attendee	Call Number	Type	Minutes	Charge
Global Access Toll Free / USA					
11:58 ET	eRes-Plus - 7028625459		G8/US	49	\$4.90
11:57 ET	eRes-Plus - 7607300701 LDR		G8/US	50	\$5.00
12:00 ET	eRes-Plus - 7756747523		G8/US	47	\$4.70
State & Local Taxes and Fees					\$4.28

Conference	Date	Time	Attendees	Minutes	Total Charges
210735132	09/11/18	17:58 ET	4	41	\$9.60

Reserved By Steve Reich

Reservationless-Plus

Connect	Attendee	Call Number	Type	Minutes	Charge
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Conference Detail

Account #: 1757778 Invoice #: 1744261359 Date: 09/30/2018

Owner: Reich, Steve

Global Access Toll Free / USA

Time	Attendee	Call Number	Type	Minutes	Charge
18:11 ET	eRes-Plus - 7603722600		G8/US	11	\$1.10
17:58 ET	eRes-Plus - 7607932030		G8/US	8	\$0.80
18:00 ET	eRes-Plus - 7607932030		G8/US	6	\$0.60
18:01 ET	eRes-Plus - 7609392167		G8/US	16	\$1.60

Other Features

Feature	Quantity	Rate	Total
Conference Minimum - Reservation Plus	1 @	\$3.400	\$3.40
State & Local Taxes and Fees			\$2.10

Conference	Date	Time	Attendees	Minutes	Total Charges
211071074	09/12/18	12:55 ET	4	204	\$26.38

Reserved By Steve Reich

Reservationless-Plus

Project Accounting Code: 2656

Connect	Attendee	Call Number	Type	Minutes	Charge
Global Access Toll Free / USA					
13:02 ET	eRes-Plus - 4156722282		G8/US	39	\$3.90
13:00 ET	eRes-Plus - 5103884792		G8/US	59	\$5.90
12:59 ET	eRes-Plus - 7752256364		G8/US	60	\$6.00
12:55 ET	eRes-Plus - 9103810311 LDR		G8/US	46	\$4.60
State & Local Taxes and Fees					\$5.98

Conference	Date	Time	Attendees	Minutes	Total Charges
211203246	09/12/18	17:58 ET	7	386	\$49.94

Reserved By Steve Reich

Reservationless-Plus

Project Accounting Code: 2652

Connect	Attendee	Call Number	Type	Minutes	Charge
Global Access Toll Free / USA					
18:02 ET	eRes-Plus - 5309194442		G8/US	62	\$6.20
18:01 ET	eRes-Plus - 7603722600		G8/US	63	\$6.30
18:00 ET	eRes-Plus - 7606089404		G8/US	64	\$6.40
17:58 ET	eRes-Plus - 7607300701 LDR		G8/US	66	\$6.60
17:58 ET	eRes-Plus - 7607932030		G8/US	17	\$1.70
18:14 ET	eRes-Plus - 7607932030		G8/US	50	\$5.00
18:00 ET	eRes-Plus - 9168335800		G8/US	64	\$6.40
State & Local Taxes and Fees					\$11.34

Conference	Date	Time	Attendees	Minutes	Total Charges
211644057	09/13/18	17:54 ET	8	372	\$48.11

Reserved By Steve Reich

Reservationless-Plus

Project Accounting Code: 26560002

Connect	Attendee	Call Number	Type	Minutes	Charge
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Conference Detail

Account #: 1757778 Invoice #: 1744261359 Date: 09/30/2018

Owner: Reich, Steve

Global Access Toll Free / USA

Time	Attendee	Type	Minutes	Charge
18:00 ET	eRes-Plus - 4156722282	G8/US	44	\$4.40
17:56 ET	eRes-Plus - 5103884792	G8/US	48	\$4.80
17:58 ET	eRes-Plus - 7754321902 LDR	G8/US	46	\$4.60
17:54 ET	eRes-Plus - 9164458572	G8/US	50	\$5.00
17:54 ET	eRes-Plus - 9169784301	G8/US	50	\$5.00
17:59 ET	eRes-Plus - 9169785456	G8/US	45	\$4.50
17:59 ET	eRes-Plus - 9169785460	G8/US	45	\$4.50
18:00 ET	eRes-Plus - Restricted	G8/US	44	\$4.40
State & Local Taxes and Fees				\$10.91

Conference	Date	Time	Attendees	Minutes	Total Charges
212534477	09/17/18	18:59 ET	1	14	\$9.52

Reserved By Steve Reich

Reservationless-Plus

Connect	Attendee	Call Number	Type	Minutes	Charge
Global Access Toll Free / USA					
18:59 ET	eRes-Plus - 9515717267		G8/US	14	\$1.40
Other Features					
Conference Minimum - Reservation Plus			1 @ \$6.100		\$6.10
State & Local Taxes and Fees					\$2.02

Conference	Date	Time	Attendees	Minutes	Total Charges
213461512	09/19/18	17:54 ET	7	476	\$61.57

Reserved By Steve Reich

Reservationless-Plus

Project Accounting Code: 2652

Connect	Attendee	Call Number	Type	Minutes	Charge
Global Access Toll Free / USA					
18:03 ET	eRes-Plus - 7603722600		G8/US	67	\$6.70
17:59 ET	eRes-Plus - 7606089404		G8/US	71	\$7.10
18:00 ET	eRes-Plus - 7607300701		G8/US	70	\$7.00
17:57 ET	eRes-Plus - 7607300701 LDR		G8/US	73	\$7.30
18:00 ET	eRes-Plus - 7607932030		G8/US	50	\$5.00
17:54 ET	eRes-Plus - 7609392167		G8/US	76	\$7.60
18:01 ET	eRes-Plus - 9168335800		G8/US	69	\$6.90
State & Local Taxes and Fees					\$13.97

Conference	Date	Time	Attendees	Minutes	Total Charges
214713238	09/24/18	12:56 ET	7	821	\$106.18

Reserved By Steve Reich

Reservationless-Plus

Project Accounting Code: 2652

Connect	Attendee	Call Number	Type	Minutes	Charge
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Conference Detail

Account #: 1757778 Invoice #: 1744261359 Date: 09/30/2018

Owner: Reich, Steve

Conference 215694452 (continued)

Connect	Attendee	Call Number	Type	Minutes	Charge
15:58 ET	eRes-Plus - 7607300701		G8/US	49	\$4.90
15:58 ET	eRes-Plus - 7754321902		G8/US	53	\$5.30
State & Local Taxes and Fees					\$5.88

Conference	Date	Time	Attendees	Minutes	Total Charges
215728407	09/26/18	18:00 ET	6	684	\$71.77

Reserved By Steve Reich

Reservationless-Plus

Project Accounting Code: 2652

Connect	Attendee	Call Number	Type	Minutes	Charge
Global Access Toll Free / USA					
18:02 ET	eRes-Plus - 7603722600		G8/US	128	\$12.80
18:00 ET	eRes-Plus - 7606089404		G8/US	130	\$13.00
18:00 ET	eRes-Plus - 7607300701		G8/US	123	\$12.30
18:00 ET	eRes-Plus - 7607300701 LDR		G8/US	130	\$13.00
19:26 ET	eRes-Plus - 7609392167		G8/US	44	\$4.40
ResPlus Audio Recording / USA					
18:01 ET	Recorder	null	RPAR/US	129	\$0.00
State & Local Taxes and Fees					\$16.27

8CPA453

15670

16898 Sportsman Center Dr
Adelanto CA 92301

5 POINTS PETROLEUM
L306343544001
16898 SPORTSMAN CTR
ADELANTO , CA
92301
09/06/2018 695729661
07:36:17 AM

XXXX XXXX XXXX 4915
Visa
INVOICE 051103
AUTH 073421

PUMP# 9
REGULAR 14.188G
PRICE/GAL \$3.399

FUEL TOTAL \$ 48.23

CREDIT \$ 48.23

Customer: 16898 Sportsman Center Dr
Adelanto CA 92301

G&M OIL #106
00090519
1832 W WASHINGTON
SAN DIEGO, CA
09/07/2018 728131982
07:14:46 AM

XXXXXXXXXXXX4915
VISA
INVOICE E/1940047
AUTH 071416

PUMP# 8
UNLEAD REG 4.536G
PRICE/GAL \$3.859

FUEL TOTAL \$ 17.50

CREDIT \$ 17.50

Swiped

Get rewarded on
every fill up at
G&M

09/06/2018 05:50 AM

Loyalty Club: 6006637392425799 Gold

Room # 202-A

Registered To: Moran, Jean
3020 Bridgeway
Unit 405
Sausalito, CA 94965
(415) 272-7186

Conf # 213320
Arrival 09/05/18
Departure 09/06/18

Room Type K-KING N/S
Guests 2 / 0

Payment Visa / Master
Acct XXXX-XXXX-XXXX-4915

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
09/05/18	LA	RC	RM CHG + TAX			\$112.49
09/05/18	LA	9	ROOM TAX			\$11.25
09/06/18	LA	VS	PAYMENT VISA/MC		4915 - 093022	\$123.74-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Wherever Life Takes You, Best Western Is There®
Each Best Western® Branded Hotel Is Independently Owned And Operated

Signature

Jean Moran

From: Customerservice@enterprise.com
Sent: Friday, September 7, 2018 7:54 AM
To: Jean Moran
Subject: ENTERPRISE RENTAL AGREEMENT 3DWMRT

ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, 1060 AUTO CENTER CT STE M, CARLSBAD, CA 920084321 (760) 931-1111

RENTAL AGREEMENT **REF#**
245592 3DWMRT

SUMMARY OF CHARGES

RENTER
MORAN, JEAN

DATE & TIME OUT
09/05/2018 05:17 PM
DATE & TIME IN
09/07/2018 07:52 AM

BILLING CYCLE
24-HOUR

VEH #1 2018 NISN MAXI 4DSL
VIN# 1N4AA6AP4JC377419
LIC# 8CPA453
MILES DRIVEN 504

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	09/05 - 09/07	2	DAY	\$34.19	\$68.38
DW	09/05 - 09/07	2	DAY	\$10.99	\$21.98
PAI/PEC	09/05 - 09/07	2	DAY	\$5.13	\$10.26
RAP	09/05 - 09/07	2	DAY	\$5.99	\$11.98
SLP	09/05 - 09/07	2	DAY	\$11.68	\$23.36
REFUELING CHARGE	09/05 - 09/07				\$0.00
Subtotal:					\$135.96
Taxes & Surcharges					
SALES TAX	09/05 - 09/07			7.75%	\$5.30
VEHICLE LICENSE RECOVERY FEE	09/05 - 09/07	2	DAY	\$2.15	\$4.30
Total Charges:					\$145.56
Bill-To / Deposits					
DEPOSITS					(\$145.56)
Total Amount Due					\$0.00

PAYMENT INFORMATION

AMOUNT PAID
\$145.56

TYPE
Visa

CREDIT CARD NUMBER
xxxxxxxxxxxx4915

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	2018					20		
	August	September	October	November	December	January	February	March
Expenses								
DESCRIPTION	Feb-June 2018 Expenses	July Expenses	August Expenses	September Expenses	Average Expenses	August Expenses	September Expenses	Average Expenses
Stetson Engineers ₁	\$ 360,072.64	\$ 64,878.74	\$ 68,905.43	\$ 74,772.49	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
DESCRIPTION								
USGS ₂								
DESCRIPTION	Approved - 8/16/18	Approved - 9/20/2018	Approved - 10/18/18	Anticipated Expenses	Anticipated Expenses	Approved - 10/18/19	Anticipated Expenses	Anticipated Expenses
Other	\$ 19,333.88	\$ 10,674.06	\$ 279.07	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total Expenses	\$ 379,406.52	\$ 75,552.80	\$ 69,184.50	\$ 79,772.49	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
Income								
Member Contributions								
DWR ₃	\$ 91,161.50	\$ 101,836.68						
IWVWD ₄	\$ 52,578.16							
County of Kern								
Assessment Pumping Fees			\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00
Total Income	\$ 143,739.66	\$ 101,836.68	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00
Total Net	\$ 397,885.47	\$ 424,169.35	\$ 417,984.85	\$ 401,212.36	\$ 409,212.36	\$ 417,212.36	\$ 425,212.36	\$ 433,212.36

Notes

- ₁ - 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
- ₂ - September payment covers Q1

January payment - Covers Q2

April payment - Covers Q3

May payment - Covers Q4 - Final invoice
- ₃ - March reimbursement - Covers September USGS invoice with DWR retaining 5%

June reimbrusement - Covers partial Stetson payments made in October and December with DWR retaining 5%
- ₄ - Assumes Pumping Assessment of \$35/AF administered for 15 months. Average annual pumping is 21,600 AFY.

AcctNo	AccountName	Crdt/D	BeginningBalance	YTD_Debit	YTD_Credit	CurrentBalance
FundNo: 42927, FundName: INDIAN WELLS VLY GRDWATER JPA						
AccountType: Asset						
0110	CASH IN TREASURY	Debit	133,552.33	897,351.23	675,918.71	354,984.85
Total AccountType: Asset			133,552.33	897,351.23	675,918.71	354,984.85
AccountType: Liability						
1010	WARRANTS PAYABLE	Credit	0.00	672,298.22	672,298.22	0.00
1012	ACCOUNTS PAYABLE	Credit	0.00	672,298.22	672,298.22	0.00
1326	LOAN PAYABLE - OTHER	Credit	(359,005.42)	0.00	640,994.58	(1,000,000.00)
Total AccountType: Liabi			(359,005.42)	1,344,596.44	1,985,591.02	(1,000,000.00)
AccountType: Net Asset or Fund Balance						
2350	FUND BALANCE AVAILABL	Credit	225,453.09	675,918.71	0.00	901,371.80
2410	ESTIMATED REVENUES	Debit	0.00	0.00	0.00	0.00
2710	REVENUES	Credit	0.00	640,994.58	897,351.23	(256,356.65)
2990	BUDGETARY CLEARING	Debit	0.00	640,994.58	640,994.58	0.00
Total AccountType: Net A			225,453.09	1,957,907.87	1,538,345.81	645,015.15
Total FundNo: 42927, Fun			0.00	4,199,855.54	4,199,855.54	0.00
			0.00	4,199,855.54	4,199,855.54	0.00

Indian Wells Valley Groundwater Authority JPA Fund
Fund No. 42927

Beginning Balance	\$	74,364.80
Current	\$	354,984.85

Date	Category	Description	Amount	Balance
7/3/2018	Expense	Stetson Engineers - 1/01/18 - 1/31/18	\$ (88,416.42)	\$ 45,135.91
7/13/2018	Deposit	Kern County Advance	\$ 500,000.00	\$ 545,135.91
7/30/2018	Deposit	IWVWD Advance	\$ 88,416.42	\$ 633,552.33
8/7/2018	Expense	Stetson Engineers - 2/01/18 - 2/28/18	\$ (76,971.03)	\$ 556,581.30
8/7/2018	Expense	Stetson Engineers - 3/01/18 - 3/31/18	\$ (60,517.77)	\$ 496,063.53
8/7/2018	Expense	PackWrap	\$ (169.65)	\$ 495,893.88
8/7/2018	Expense	PackWrap	\$ (207.67)	\$ 495,686.21
8/8/2018	Expense	Daily Independent - Ordinance	\$ (461.76)	\$ 495,224.45
8/8/2018	Expense	Daily Independent - Public Meeting	\$ (187.53)	\$ 495,036.92
8/8/2018	Expense	Daily Independent - Special Meeting	\$ (132.60)	\$ 494,904.32
8/9/2018	Expense	Stetson Engineers - 4/01/18 - 4/30/18	\$ (75,137.70)	\$ 419,766.62
8/9/2018	Expense	Stetson Engineers - 5/01/18 - 5/31/18	\$ (88,912.33)	\$ 330,854.29
8/10/2018	Deposit	DWR Reimbursement	\$ 91,161.50	\$ 422,015.79
8/21/2018	Expense	Stetson Engineers - 6/01/18 - 6/30/18	\$ (58,533.81)	\$ 363,481.98
8/21/2018	Expense	Daily Independent - Ordinance	\$ (530.40)	\$ 362,951.58
8/21/2018	Expense	Daily Independent - Extraction Fee	\$ (105.75)	\$ 362,845.83
8/21/2018	Expense	Board of Regents/DRI - Model Coordination	\$ (12,866.02)	\$ 349,979.81
8/21/2018	Expense	RWG Law - 6/01/18 - 6/30/18	\$ (4,387.50)	\$ 345,592.31
8/28/2018	Deposit	IWVWD Advance	\$ 52,578.16	\$ 398,170.47
9/12/2018	Expense	General Manager Advertising	\$ (285.00)	\$ 397,885.47
9/12/2018	Deposit	DWR Reimbursement	\$ 101,836.68	\$ 499,722.15
9/24/2018	Expense	Board of Regents/DRI - Model Coordination	\$ (6,839.15)	\$ 492,883.00
9/24/2018	Expense	RWG Law - 7/01/18 - 7/31/18	\$ (3,834.91)	\$ 489,048.09
9/24/2018	Expense	Stetson Engineers - 7/01/18 - 7/31/18	\$ (64,878.74)	\$ 424,169.35
10/25/2018	Expense	Stetson Engineers - 8/01/18 - 8/31/18	\$ (68,905.43)	\$ 355,263.92
10/25/2018	Expense	RWG Law - 8/01/18 - 8/31/18	\$ (279.07)	\$ 354,984.85

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IWVGA ADMINISTRATIVE OFFICE

MEMORANDUM

TO: IWVGA Board Members **DATE:** November 15, 2018

FROM: Ronald Strand, IWVGA General Manager
Alan Christensen, IWVGA Staff

SUBJECT: Approval of General Liability Insurance Coverages for IWVGA

DISCUSSION

The staff of the IWVGA has explored purchasing general liability and other related insurance to cover the organization in case of loss. The IWVGA is now functioning as a public agency that is subject to certain kinds of general liability claims. Without insurance, the IWVGA would not be able to pay such claims.

Staff made contact with public agency pools and insurance brokers to gain quotes for insurance coverages. Two entities responded to staff requests for insurance quotes: JPRIMA and Glatfelter Public Practice. Both offered the coverages we requested; however, JPRIMA provided the least expensive quote of \$8,654 annually for all coverages. The Glatfelter quote was \$15,344 annually. The premiums and categories of coverage are summarized in the attached spreadsheet.

The proposals submitted provide the necessary coverage for the IWVGA, but there is a difference in the nature of the coverage. Glatfelter provided a traditional insurance quote. Glatfelter is an insurance company that is providing a policy of coverage for the IWVGA as an agency based upon its assessment of risks associated with the activities of the Authority. It's pretty straightforward insurance.

JPRIMA coverage is different in that it is "pooled" coverage. JPRIMA is an association that offers to join together or pool its members in a self-insurance and insurance purchasing group. The way it works is the members share or pool their risk. Members make deposits to the pool, which are just like premiums, and then pay claims from those deposits using an insurance pool administrator that has experience in evaluation, paying, and settling claims. In return for more affordable coverage, the members also share the risk with all the other members. So if there is a high number of claims or a large claim in the pool, all the members share in the costs of those claims. Thus, it is called a pool because costs and benefits are shared or spread among a relatively large pool of members.

The pooled coverage is acceptable coverage and is typical of coverage obtained by public agencies, and it is perfectly appropriate for the Authority to consider. In fact, the agency members of the IWVGA purchase coverage from insurance or risk management pooled coverage for their basic governmental operations. So understand that the pooled policy we are considering provides the coverages the staff believes are minimal for the IWVGA.

RECOMMENDATION

Staff recommends that the IWVGA Board approve the General Liability Insurance proposal from JPRIMA for \$8,654 annually.

**Insurance Quote Comparison
Annual Premiums**

	<u>JPRIMA</u>	<u>Glatfelter</u>
Commercial General Liability	\$3,164	\$10,318
Public Officials & Management Liability	\$1,141	\$1,050
Commercial Excess Liability	\$2,579	\$3,329
Commerical Crime	\$762	\$397
Property	\$130	\$250
Admin Fees	<u>\$878</u>	<u>\$0</u>
Total	<u><u>\$8,654</u></u>	<u><u>\$15,344</u></u>



**CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY (JPRIMA)**

**COVERAGE PROPOSAL
Indian Wells Valley Groundwater Authority**

**COVERAGE PERIOD
11/1/2018 - 4/1/2019**

**PRESENTED BY:
Walter Mortensen Insurance**



**Insurance Administrator
www.alliedpublicrisk.com
Allied Community Insurance Services, LLC
CA License Number: 0L01269
National Producer Number: 17536322**



PREMIUM SUMMARY

NOTE: This proposal is prepared from information supplied to us on the application submitted by you or insurance broker. It may or may not contain all terms requested on the application. Coverage is provided by the JPRIMA Memorandum of Coverage (MOC) and subject to its terms, exclusions, conditions and limitations. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

PAGE	COVERAGE SECTION		PREMIUM
3-7	SECTION 1. PROPERTY (Property, Equipment Breakdown & Mobile Equipment)	\$	128.00
8	SECTION 2. COMMERCIAL CRIME	\$	311.00
9-10	SECTION 3. COMMERCIAL GENERAL LIABILITY	\$	1,278.00
11	SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Wrongful Acts, Employment Practices & Employee Benefits, Privacy and Network Risk)	\$	461.00
12	SECTION 5. BUSINESS AUTO	\$	N/A
13	SECTION 6. COMMERCIAL EXCESS LIABILITY	\$	1,042.00
		MEMBER CONTRIBUTION	\$ 3,220.00
		JPRIMA ADMINISTRATION FEES	\$ 422.00
		TOTAL AMOUNT DUE*	\$ 3,642.00

*Payment is due within thirty (30) days of binding.

NOTES:

The JPRIMA MOC has a common anniversary date of April 1, 2018.

Your proposal is being pro-rated from your current effective date to April 1, 2019.

Annual Contribution: \$7,776 + \$878 (Fees) = \$8,654

Terrorism coverage is automatically included for Property and General Liability.

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



SECTION 1. PROPERTY*

*PROPERTY IS INCLUDED IN THE PROPOSAL: Yes

ISSUER:

- ☒ California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- ☒ No Joint and Several Liability for Members
- ☒ 100% Reinsured

REINSURER:

- ☒ Allied World Insurance Company or affiliate
- ☒ A XV (Excellent) A.M. Best Rating

FORM:

- ☒ Proprietary & Integrated

LIMITS:

Blanket Property: (Real Property & Business Personal Property)	\$204,965
Blanket Coverage Extension: A separate blanket limit that applies to the following coverages: Business Income, Extended Business Income, Commandeered Property, Civil Authority, Extra Expense, Tenant Leasehold Interest, Electronic Data, Preservation of Property.	\$100,000
Equipment Breakdown / Boiler & Machinery:	Included
Mobile Equipment (scheduled):	N/A
Mobile Equipment (unscheduled, maximum \$10,000 any one item):	N/A
Mobile Equipment (borrowed, rented & leased):	N/A
Flood Zone X: (shaded/unshaded)	N/A

DEDUCTIBLES:

\$1,000	Property
N/A	Mobile Equipment
\$1,000	Equipment Breakdown (aboveground & less than 50 feet belowground)
\$2,500	Equipment Breakdown (greater than 50 feet belowground)
N/A	Flood Zone X (per occurrence)

COVERAGE HIGHLIGHTS:

- ☒ Blanket Property Limits & Blanket Coverage Extension Limits
- ☒ No Coinsurance Penalty
- ☒ Equipment Breakdown
- ☒ Foundations as Covered Property

VALUATION:

- ☒ Replacement Cost: Real Property & Business Personal Property
- ☒ Actual Cash Value: Mobile Equipment
- ☒ Actual Loss Sustained: Loss of Income & Expenses
- ☒ Market Price: Fine Arts

KEY EXCLUSIONS:

- ☒ Earthquake & Earth Movement
- ☒ Flood (unless coverage is designated above, such coverage would be limited to locations in Zone X only)

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



SPECIAL COVERAGES:

- New Locations or Newly Constructed Property:**
Pays up to \$1,000,000 for your new real property while being built on or off described premises as well as real property you acquire, lease or operate at locations other than the described premises; and business personal property located at new premises.
- Utility Services – Direct Damage, Business Income & Expense:**
Pays up to \$250,000 for covered property damaged by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss and does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. Separate limits apply to Direct Damage and Business Income/Expense.
- Pollution Remediation Expenses:**
Pays up to \$100,000 or \$250,000 for remediation expenses resulting from a Covered Causes of Loss or Specified Cause of Loss occurring during the coverage period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form. Specified Cause of Loss means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow; ice or sleet; water damage; and equipment breakdown.
- SCADA Upgrades:**
Pays up to \$100,000 to upgrade your scheduled SCADA system after direct physical loss from a Covered Cause of Loss. The upgrade is in addition to its replacement cost. SCADA means the Supervisory Control and Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.
- Contract Penalties:**
Pays up to \$100,000 for contract penalties you are required to pay due to your failure to deliver your product according to contract terms solely as a result of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- Contamination:**
Pays up to \$250,000 for loss or damage to covered property because of contamination as a result of a Covered Cause of Loss. Contamination means direct damage to real property and business personal property caused by contact or mixture with ammonia, chlorine, or any chemical used in the water and / or wastewater treatment process.
- Property In Transit:**
Pays up to \$100,000 for direct physical loss or damage to covered property while in transit more than 1000 feet from the described premises. Shipments by mail must be registered for covered to apply. Electronic data processing property and fine arts are excluded.
- Unintentional Errors:**
Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



KEY DEFINITIONS

Real Property:

The buildings, items or structures described in the Declarations that you own or that you have leased or rented from others in which you have an insurable interest. This includes:

- Aboveground piping;
- Aboveground and belowground penstock;
- Additions under construction;
- Alterations and repairs to the buildings or structures;
- Buildings;
- Business personal property owned by you that is used to maintain or service the real property or structure or its premises, including fire-extinguishing equipment; outdoor furniture, floor coverings and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Fixtures, including outdoor fixtures;
- Foundations;
- Glass which is part of a building or structure;
- Light standards;
- Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the premises or in the open (including property inside vehicles) within 1000 feet of the premises, used for making additions, alterations or repairs to buildings or structures at the premises;
- Paved surfaces such as sidewalks, patios or parking lots;
- Permanently installed machinery and equipment;
- Permanent storage tanks;
- Solar panels;
- Submersible pumps, pump motors and engines;
- Underground piping located on or within 100 feet of premises described in the Declarations;
- Underground vaults and machinery.

Business Personal Property:

The property you own that is used in your business including:

- Furniture and fixtures;
- Machinery and equipment;
- Computer equipment;
- Communication equipment;
- Labor materials or services furnished or arranged by you on personal property of others;
- Stock;
- Your use interest as tenant in improvements and betterments.
- Leased personal property for which you have a contractual responsibility to insure.

Pollution Conditions:

The discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, minerals, chemical elements and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



KEY DEFINITIONS *(continued)*

■ **Remediation Expenses:**

Expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of pollution conditions to the extent required by: (1) Federal, state or local laws, regulations or statutes, or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of "pollution conditions."

■ **Outdoor Property:**

Fixed or permanent structures that are outside covered real property including but not limited to:

- Historical markers or flagpoles;
- Sirens, antennas, towers, satellite dishes, or similar structures and their associated equipment;
- Exterior signs not located at a premises;
- Fences or retaining walls;
- Storage sheds, garages, pavilions or other similar buildings or structures not located at a premises;
- Dumpsters, concrete trash containers, or permanent recycling bins; or
- Hydrants.

■ **Equipment Breakdown:**

Direct damage to mechanical, electrical or pressure systems as follows:

- Mechanical breakdown including rupture or bursting caused by centrifugal force;
- Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;
- Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- Loss or damage to steam boilers, steam pipes, steam engines or steam turbines; or
- Loss or damage to hot water boilers or other water heating equipment;
- If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses for such drying out.
- None of the following are covered objects as respects to equipment breakdown:
 - a. Insulating or refractory material;
 - b. Buried vessel or piping;
 - c. Sewer piping, piping forming a part of a fire protection system or water piping other than:
 - (1) Feed water piping between any boiler and its feed pump or injector;
 - (2) Boiler condensate return piping; or
 - (3) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
 - d. Structure, foundation, cabinet or compartment containing the object;
 - e. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
 - f. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; and
 - g. Felt, wire, screen, die, extrusion, late, swing hammer, grinding disc, cutting blade, cable chain, belt, rope, clutch late, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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PROPERTY SUBLIMITS:

Coverage	Limit			
Accounts Receivable	<input checked="" type="checkbox"/>	\$500,000	<input type="checkbox"/>	\$2,000,000
Valuable Papers and Records	<input checked="" type="checkbox"/>	\$500,000	<input type="checkbox"/>	\$2,000,000
Contamination	<input checked="" type="checkbox"/>	\$250,000		
Tools and Equipment Owned by Your Employees	<input checked="" type="checkbox"/>	\$5,000	<input type="checkbox"/>	\$25,000
Personal Effects and Property of Others	<input checked="" type="checkbox"/>	\$5,000	<input type="checkbox"/>	\$25,000
New Locations or Newly Constructed Property		\$1,000,000		
Business Personal Property at New Locations		\$1,000,000		
Backup/Overflow of Water from Sewer, Drain, Sump		\$250,000		
Utility Services - Direct Damage		\$250,000		
Utility Services –		\$250,000		
Business Income and Extra Expense				
Dependent Business Premises		\$250,000		
Property at Other Locations		\$250,000		
Pollution Remediation Expense (specified cause of loss)		\$250,000		
Outdoor Property (unscheduled)		\$100,000		
Contract Penalties		\$100,000		
Pollution Remediation Expense (covered cause of loss)		\$100,000		
Property in Transit		\$100,000		
SCADA Upgrades		\$100,000		
Indoor and Outdoor Signs (unscheduled)		\$50,000		
Limited Coverage for "Fungus", Wet Rot or Dry Rot		\$50,000		
Fine Arts		\$25,000		
Fire Department Service Charge		\$25,000		
Fire Protection Devices		\$25,000		
Key and Lock Replacement Expenses		\$25,000		
Trees, Shrubs & Plants (maximum \$1,000 any one item)		\$25,000		
Arson Reward		\$10,000		
Rental Reimbursement – Mobile Equipment		\$10,000		
Cost of Inventory or Adjustment		\$5,000		
Non-Owned Detached Trailers		\$5,000		
Water Contamination Notification Expenses		\$5,000		
Patterns, Dies, Molds, Forms		\$2,500		
Debris Removal		25% of scheduled limit plus \$250,000		
Ordinance or Law Provision		100% of scheduled limit plus 25%		

NOTES:

Contribution is calculated from attached property schedule; review property schedule for coverage and limit adequacy.

Mobile Equipment, Flood and Earthquake coverages are excluded.

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SECTION 2. COMMERCIAL CRIME*

*COMMERCIAL CRIME IS INCLUDED IN THE PROPOSAL: Yes

ISSUER:

- ☒ California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- ☒ No Joint and Several Liability for Members
- ☒ 100% Reinsured

REINSURER:

- ☒ Allied World Insurance Company or affiliate
- ☒ A XV (Excellent) A.M. Best Rating

FORM:

- ☒ Proprietary & Integrated

RATING BASIS:

- ☒ On file with underwriter
- ☒ Non auditable

LIMITS:

COVERAGE GROUP SELECTED	EMPLOYEE THEFT	FORGERY OR ALTERATION	INSIDE THE PREMISES Theft of Money and Securities	INSIDE THE PREMISES Robbery or Safe Burglary or Other Property	OUTSIDE THE PREMISES	COMPUTER FRAUD	FUNDS TRANSFER FRAUD	MONEY ORDERS & COUNTERFEIT PAPER CURRENCY
	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
X	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$2,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

DEDUCTIBLE:

\$1,000 each claim

DESIGNATED EMPLOYEE BENEFIT PLAN(S):

COVERAGE HIGHLIGHTS:

- ☒ Separate Limits Apply to Each Coverage
- ☒ Coverage Extended to Directors and Authorized Volunteers
- ☒ Faithful Performance

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



SECTION 3. GENERAL LIABILITY*

*GENERAL LIABILITY IS INCLUDED IN THE PROPOSAL: Yes

ISSUER:

- ☒ California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- ☒ No Joint and Several Liability for Members
- ☒ 100% Reinsured

REINSURER:

- ☒ Allied World Insurance Company or affiliate
- ☒ A XV (Excellent) A.M. Best Rating

FORM:

- ☒ Occurrence
- ☒ Defense Costs Outside the Limit
- ☒ Proprietary & Integrated

RATING BASIS:

- ☒ On file with underwriter
- ☒ Non auditable

LIMITS:

Per Occurrence	\$ 1,000,000
General Aggregate	\$10,000,000
Products & Completed Operations Aggregate	\$10,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 1,000,000
Medical Payments	\$ 10,000

DEDUCTIBLE:

\$5,000 each claim including expenses

COVERAGE HIGHLIGHTS:

- ☒ Duty to Defend
- ☒ Broad Definition of Enrolled Named Member
- ☒ Blanket Additional Enrolled Named Member
- ☒ Water & Wastewater Testing Errors & Omissions
- ☒ Expanded Pollution Liability
- ☒ Failure to Supply (no ISO limitation)
- ☒ Lead (potable water)
- ☒ Waterborne Asbestos (potable water)
- ☒ Product Recall
- ☒ Impaired Property
- ☒ Fungi & Bacteria

OPTIONAL COVERAGES:

- ☒ X Hired & Non Owned Automobile Liability
- ☐ Employee Benefits Liability
- ☐ Dam, Levee & Dike Structural Failure

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



SPECIAL COVERAGES:

- ❖ **Water & Wastewater Testing Errors & Omissions:**
Coverage is provided for damages arising out of an act, error or omission which arises from your water or wastewater testing.
- ❖ **Failure To Supply:**
Coverage is provided for bodily injury or property damage arising out of the failure of any Enrolled Named Member to adequately supply water.
- ❖ **Waterborne Asbestos:**
Coverage is provided for bodily injury or property damage from waterborne asbestos arising out of potable water which is provided by you to others.
- ❖ **Contractual Liability - Railroads:**
Coverage is provided for any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- ❖ **Pollution:**
Coverage is provided for bodily injury or property damage which occurs or takes place as a result of your operations and arises out of the following:
 - Potable water which you supply to others;
 - Chemicals you use in your water or wastewater treatment process;
 - Natural gas or propane gas you use in your water or wastewater treatment process;
 - Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;
 - Your application of pesticide or herbicide chemicals if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government;
 - Smoke drift from controlled or prescribed burning that has been authorized and permitted by an appropriate regulatory agency.
 - Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts
 - Escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if property damage occurs away from land you own or lease.
 - Sudden and accidental events that are neither expected nor intended by an Enrolled Named Member. However, no coverage is provided under this exception for petroleum underground storage tanks.
- ❖ **Damage to Impaired Property or Property Not Physically Injured**
Coverage is provided for bodily injury or property damage arising from your potable water, nonpotable water, or wastewater as well as any loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.
- ❖ **Fungi or Bacteria**
Coverage is provided for bodily injury or property damage arising from any "fungi" or bacteria that are, are on, or are contained in a good or product intended for consumption; or to any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment and distribution processes.
- ❖ **Recall of Products, Work or Impaired Property**
Coverage applies to any injury or damage arising out of or caused by your potable water, nonpotable water, or wastewater for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of: "Your product"; "Your work"; or "Impaired property"; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

NOTES:



SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY*

*PUBLIC OFFICIALS & MANAGEMENT LIABILITY IS INCLUDED IN THE PROPOSAL: Yes

ISSUER:

- ☒ California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- ☒ No Joint and Several Liability for Members
- ☒ 100% Reinsured

REINSURER:

- ☒ Allied World Insurance Company or affiliate
- ☒ A XV (Excellent) A.M. Best Rating

FORM:

- ☒ Proprietary & Integrated
- ☒ Occurrence
- ☒ Defense Costs Outside the Limits

RATING BASIS:

- ☒ On file with underwriter
- ☒ Non auditable

LIMITS:

Wrongful Acts	\$1,000,000 per act
Employment Practices (including third party discrimination)	N/A per offense
Employee Benefit Plans	N/A per act
Injunctive Relief	\$5,000 per act
	\$10,000,000 aggregate limit

PRIVACY LIABILITY AND NETWORK RISK¹:

Privacy & Network Security Wrongful Acts	N/A per act
Breach Consultation Services	N/A per offense
Breach Response Services	N/A per offense
Public Relations & Data Forensics	N/A per act

¹Coverage provided for Privacy Liability & Network Risk Coverage is issued on a claims made basis with defense inside the limit of liability. Privacy Retroactive Date: N/A. Privacy Deductible: None.
*\$1,000,000 maximum annual aggregate applies per Enrolled Named Member, with a \$2,000,000 coverage form aggregate applicable to all participating Enrolled Named Members.

SPECIAL COVERAGE:

- ☒ Inverse Condemnation

RETROACTIVE DATE:

N/A

DEDUCTIBLE:

\$5,000 each claim including expenses

COVERAGE HIGHLIGHTS:

- ☒ Duty To Defend
- ☒ Broad Definition of Enrolled Named Member including Past and Future Employees
- ☒ Outside Directorship

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



SECTION 5. BUSINESS AUTO*

*BUSINESS AUTO IS INCLUDED IN THE PROPOSAL: No

ISSUER:

- ☒ California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- ☒ No Joint and Several Liability for Members
- ☒ 100% Reinsured

REINSURER:

- ☒ Allied World Insurance Company or affiliate
- ☒ A XV (Excellent) A.M. Best Rating

FORM:

- ☒ Proprietary & Integrated
- ☒ Occurrence
- ☒ Defense Costs Outside the Limits

PORTFOLIO:

Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	No Coverage	N/A
Hired Auto Liability	No Coverage	N/A
Non-Owned Auto Liability	No Coverage	N/A
Medical Payments	No Coverage	N/A
Uninsured / Underinsured Motorists	No Coverage	N/A
Hired Physical Damage	No Coverage	N/A
Owned Physical Damage – Comprehensive	No Coverage	N/A
Owned Physical Damage – Collision	No Coverage	N/A
Towing & Rental Car Reimbursement (covered accident)		N/A
Fleet Automatic		N/A

DEDUCTIBLE:

Liability: None
Comprehensive: N/A
Collision: N/A

NOTES:

This section of the proposal is excluded. There is no Business Auto coverage afforded to this insured. Please refer to General Liability section for Hired and Non-Owned Auto Liability coverage.



SECTION 6. EXCESS LIABILITY*

*EXCESS LIABILITY IS INCLUDED IN THE PROPOSAL: Yes

ISSUER:

- ☒ California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- ☒ No Joint and Several Liability for Members
- ☒ 100% Reinsured

REINSURER:

- ☒ Allied World Insurance Company or affiliate
- ☒ A XV (Excellent) A.M. Best Rating

FORM:

- ☒ Following Form
- ☒ Occurrence
- ☒ Defense Costs Outside the Limits

LIMITS:

\$5,000,000/\$5,000,000

SCHEDULED UNDERLYING POLICIES:

Commercial General Liability - Yes
Hired and Non-Owned Auto Liability - Yes
Owned Auto Liability - No
Public Officials & Management Liability - Yes
Wrongful Acts - Yes
Employment Practices - No
Employee Benefit Plans - No
Employers' Liability: (minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000) - No
Other:

NOTABLE EXCLUSION:

- ☒ Workers' Compensation
- ☒ Uninsured Motorists / Underinsured Motorists
- ☒ Underlying Limits < \$1,000,000 except for Employers' Liability

NOTES:

Employers' Liability subject to JPRIMA security requirements.

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members **DATE:** November 15, 2018

FROM: IWVGA Staff

SUBJECT: Agenda Item – Amendment to Agreement between IWVGA and Desert Research Institute and Reimbursement Agreement between the Indian Wells Valley Groundwater Authority and the Indian Wells Valley Water District as a representative member of the Brackish Water Group.

DISCUSSION

At the May 17, 2018 meeting of the Indian Wells Valley Groundwater Authority (“IWVGA”), the Board of Directors voted to approve and enter into agreement with the Board of Regents of the Nevada System of Higher Education on behalf of Desert Research Institute (“DRI”) to use the groundwater model developed by DRI in support of the IWVGA’s work in developing and drafting a Groundwater Sustainability Plan (“GSP”).

The Brackish Water Group (“BWG”) has received funding from the State of California to identify and quantify groundwater resources and to evaluate the feasibility of extracting brackish groundwater as a supplemental water supply source within the Indian Wells Valley (“IWV”). One component of this study is to evaluate the impacts of extracting brackish water on the overall groundwater system within the IWV. The BWG is requesting assistance from DRI to develop a solute transport model for Total Dissolved Solids (“TDS”) to simulate a suite of brackish water extraction scenarios.

DRI has provided Exhibit A, “DRI Proposal for Simulation of Water Extraction Scenarios for the Brackish Water Group,” outlining nine model scenarios requested by the BWG along with the budgetary cost associated. The additional work by DRI described in Exhibit “A” will require an amendment to the Contract between the IWVGA and DRI and an increased budget estimated at \$53,000.

The BWG has agreed to reimburse the IWVGA for any additional costs associated with DRI’s work described in Exhibit “A”. The “Reimbursement Agreement” is to ensure the IWVGA is reimbursed for any monies paid to DRI for services undertaken on behalf of the BWG with respect to the activities described in Exhibit A and has been drafted, reviewed, and accepted by the BWG.

ACTION(S) REQUIRED BY THE BOARD

Staff is seeking and recommending Board approval of two documents.

- 1) Amendment to the 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
- 2) “Reimbursement Agreement” between the INDIAN WELLS VALLEY GROUNDWATER AUTHORITY and the INDIAN WELLS VALLEY WATER DISTRICT as a representative of the Brackish Water Group

**AMENDMENT TO THE
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**

Whereas, the **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY** (hereinafter “Authority”) and the **BOARD OF REGENTS of the NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the DESERT RESEARCH INSTITUTE** (hereinafter “DRI”) entered into an agreement on [DATE] (“Agreement”) whereby DRI would assist the Authority in using DRI’s groundwater model to support the Authority’s work on its Groundwater Sustainability Plan (“GSP”). The Authority and DRI are sometimes hereinafter collectively called the “Parties.”

Whereas, the Brackish Water Group (“Group”) is working on a Brackish Water Resource Feasibility Study (“Study”) to identify and quantify brackish groundwater resources that may be used as an alternative water supply source within the Indian Wells Valley basin.

Whereas, one component of the Study is to evaluate the impacts of extracting brackish water on the overall groundwater system with the Indian Wells Valley basin.

Whereas, the Group wishes to have DRI develop and simulate a suite of brackish water extractions using the groundwater model presently being used by DRI to assist the Authority in implementing its GSP.

Whereas, Section 3 of the Agreement specifies the consideration under the Agreement.

Whereas, Section 3(b) of the Agreement states that “If the scope of work described under this Agreement expands, [Authority] shall initiate an amendment to include added scope and funding that is mutually agreed upon by DRI and [Authority]. All work will be authorized on a Task and associated Budget basis.”

Whereas, the Parties now desire to amend the Agreement to include added scope and funding.

The Parties, based upon mutual consideration, hereby agree as follows:

1. DRI shall develop and simulate a suite of brackish water extractions using the groundwater model presently being used by DRI to assist the Authority in implementing its GSP. DRI 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 the Agreement.
2. The Authority’s Water Resources Manager (“WRM”) has the sole authority to coordinate

DRI's tasks related to its work for the Authority and the Group. The WRM shall have the authority to determine if DRI's work on behalf of the Group related to its development and simulation of the suite of brackish water extractions described in Exhibit "A" is impacting DRI's work/progress for the Authority and to make any necessary time/schedule adjustments deemed necessary by the WRM. The WRM shall consult with the Group prior to making any recommendations with respect to any time/schedule adjustments.

3. All other provisions of the Agreement shall remain in full force and effect.
4. This modification shall be effective immediately upon execution by the Parties.

Dated this _____ day of [DATE], 2018.

**THE BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE
DESERT RESEARCH INSTITUTE**

**INDIAN WELLS VALLEY
GROUNDWATER AUTHORITY**

By: _____

By: _____
Peggy Breeden, Chairperson
Board of Directors

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the “Agreement”) is entered into as of November ___, 2018 (“Effective Date”), between the Indian Wells Valley Groundwater Authority, a Joint Powers Authority created pursuant to the provisions of California Government Code sections 6500 et seq., (“Authority”) and the Indian Wells Valley Water District, a County Water District (“District”). The Authority and Group are sometimes hereinafter individually or collectively called a “Party” or the “Parties”.

RECITALS

WHEREAS, the Authority was formed after enactment of the “Sustainable Groundwater Management Act” (“SGMA”) for the purpose of becoming the exclusive Groundwater Sustainability Agency and achieving groundwater sustainability through the adoption and implementation of a Groundwater Sustainability Plan (“GSP”) for the Indian Wells Valley basin.

WHEREAS, the Authority entered into an Agreement with the Desert Research Institute (“DRI”) whereby DRI would assist the Authority in using DRI’s groundwater model to support the Authority’s work on its GSP.

WHEREAS, the Indian Wells Valley Water District is a member of the Brackish Water Group comprised of the District, Searles Valley Minerals Inc., CGP Holdings LLC, and Mojave Pistachios LLC, (collectively referred to herein as the “Group”).

WHEREAS, the Group is working on a Brackish Water Resource Feasibility Study (“Study”) to identify and quantify brackish water resources that may be used as an alternative water supply source within the Indian Wells Valley basin.

WHEREAS, one component of the Study is to evaluate the impacts of extracting brackish water on the overall groundwater system with the IWV basin.

WHEREAS, the Group wishes to have DRI develop and simulate a suite of brackish water extractions described in Exhibit “A” using the groundwater model presently being used by DRI to assist the Authority in implementing its GSP.

WHEREAS, the Authority is agreeable to DRI developing and simulating the suite of brackish water extractions described in Exhibit “A” subject to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and of the covenants and agreements herein contained, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to ensure the Authority is reimbursed for any monies paid to DRI for services undertaken on behalf of the Group with respect to the activities described in Exhibit "A".

2. Reimbursement. The Group agrees to reimburse the Authority up to Fifty-Three Thousand Dollars (\$53,000.00) for DRI to develop and simulate a suite of brackish water extractions described in Exhibit "A" using the groundwater model presently being used by DRI to assist the Authority in implementing its GSP. The Authority shall submit a monthly invoice to the Group for any expenses incurred for DRI's providing the services described in Exhibit "A". The invoice shall include copies of all invoices/charges paid by the Authority to DRI for the services described in Exhibit "A". The Group shall remit payment within thirty (30) days receipt of said invoice.

3. Priority. The Group understands and acknowledges that DRI's work for the Authority is the highest priority, and if time adjustments need to be made, DRI's work for the Authority shall take precedent over any activities undertaken on behalf of the Group as described in Exhibit "A" and the timeline described in Exhibit "A" shall be adjusted accordingly.

4. Coordination. The Parties agree that the Authority's Water Resources Manager ("WRM") has the sole authority to coordinate DRI's tasks related to its work for the Authority and the Group. The WRM shall have the authority to determine if DRI's work on behalf of the Group related to its development and simulation of the suite of brackish water extractions described in Exhibit "A" is impacting DRI's work/progress for the Authority and to make any necessary time/schedule adjustments deemed necessary by the WRM. The WRM shall consult with the Group prior to making any recommendations with respect to any time/schedule adjustments.

5. Dispute Resolution. In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination or breach of this Agreement, the Parties shall in good faith meet and confer in an attempt to informally resolve such matter(s). If the Parties are unsuccessful in resolving such matter(s) through an informal meeting process, they may attempt to resolve such matter(s) through mediation, through arbitration under the rules and regulations of the American Arbitration Association or they may exercise whatever other legal rights and remedies they may have.

6. Termination. Either Party retains the right to terminate this Agreement, at its sole discretion, upon thirty (30) days written notice. In the event of termination of this Agreement, the payment of monies due to Authority for DRI's work performed prior to the effective date of such termination shall be paid within thirty (30) days after receipt of an invoice as provided in this Agreement. Upon payment for such services, the Authority agrees to promptly provide to the Group all documents, reports and the like which are in the possession or control of the Authority and/or DRI and pertain to the Group or this Agreement, except that Authority may retain one complete copy to be maintained in Authority's files.

[SIGNATURES ON NEXT PAGE]

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

**INDIAN WELLS VALLEY
WATER DISTRICT**

By: _____
Ronald R. Kicinski, President
Board of Directors

**INDIAN WELLS VALLEY
GROUNDWATER AUTHORITY**

By: _____
Peggy Breeden, Chairperson
Board of Directors

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

TECHNICAL ADVISORY COMMITTEE REPORT

Thursday, November 14th, 2018, Time 10:00 AM.

- Item 1. Call to Order of the November 1, 2018 meeting.
 - Present: Adam Bingham (Chairman), Eddy Teasdale, Don Decker, Wade Major, Tim Parker, Don Quist, Earl Wilson, Stephan Bork and Scott O'Neil
 - Absent: Michelle Anderson
 - No Rand Community Water District Representative
- Item 2. Public Comments.
 - No comments at this time.
- Item 3. WSM Discussion of Draft GSP Sections - Plan Area, Basin Settings, Project and Management Actions
- -GSP Modeling Schedule and Baseline Assumptions
 - Report of Baseline modeling with chemistry data - Total Dissolved Solids (TDS)/Water Quality(WQ). DRI on the phone with quick update. Baseline model scenario and fate and transport modeling will soon begin. DRI will present preliminary results when ready. Future model ad hoc group discussions regarding pumpage and recharge i.e. wet vs. dry seasons and modeling outputs over 50 yrs and also WQ changes that may occur.
 - Comments included recharge timing changes with reduced pumpage, possible management areas affected by seismic zones may greatly affect flow, possible model zone changes.
- -Modeling Scenarios
 - Modeling scenarios are moving forward in December/January with all comments being considered.
 - Comments included addressing mitigation issues with shallow wells for both small and large private and public, differential ramp down options and model affects, water quantity and quality impacts. Allocation based pumpage and distribution concerns among groups applicable to modeling scenarios in technical matters will have to be discussed.
 - Navy funding will become available and highly recommended it be used.
 - Also management scenarios including establishment of minimum thresholds and measurable objectives will be part of modeling, encouragement of historical data to help with thresholds be provided, construction history and data from private owners would be very helpful. Domestic well data and impact on them, which wells are needed and proper establishment and tracking of di minimus users because eventually all users must be registered.
 - Additionally, the WRM/TAC must nominate projects to answer data gaps to the GA so a formal request can be made to the Navy for funds authorized in the 2019 National Defense Authorization Act.
- -Data Gap Ad Hoc Report
 - Location of missing data is important but after existing data is properly reviewed. November ad hoc call dates were set. TSS grant funds must be set before year end. Cascade Drilling is available and access agreements must be established with land owners.

IWVGA TAC COMMITTEE

Meeting Report –November 14, 2018

- Data Gap Budgets and scope review and comments from IWVWD request were done.
- -Monitoring Protocols
 - DMS update and discussion. Playa based water compliance issues on the Navy Base were discussed.
- -Imported Water and GA Responsibilities
 - Input on next steps for Imported water was requested from the TAC including input on whether imported water should be actively pursued now, the roles of large pumpers in obtaining imported water, whether there were any options for imported water that had not been included in the concepts presented to the TAC, and whether an Ad Hoc Committee (TAC or GA Board) should be established. There were comments that the GA should be the lead on obtaining imported water. The TAC was asked to provide any additional comments to the WRM within two weeks. A larger draft Tech Memo summarizing information previously presented to the TAC and the imported water concepts that have been developed is being prepared.
- -Allocation Summary
 - Update of the Allocation meetings and information provided. The PAC group will be discussing this.
- Item 4. Special Presentation of Groundwater Monitoring Technology
 - IWVWD Board member Peter Brown presented Lee Knudtson with WelIntel who then provided information regarding acoustic ‘Real-time’ management and monitoring of groundwater elevation data provided by meters in wells. Extraction of monitoring data for both static and pumping water levels including installation and monitoring data plan fees.
 - **A Motion** was given requesting Stetson to review and compare WelIntel monitoring capabilities with other technologies available, how they may assist gathering additional water level elevation data that will be used in the GSP and then report back to the TAC in December. **The motion was seconded and approved.**
- Item 5. Future TAC Items and Dates.
 - The WRM is setting up ad hoc group meetings for modeling, data gaps and new committees that will be setup as needed. Regular TAC meetings will continue based on POAM objectives and goals and GA Board member requests.
 - Future meetings are set for Dec 6th, Jan 3rd and Feb 7th.
- Item 6. WRM & TAC Announcements and Comments
 - 6a – No WRM announcements at this time.
 - 6b – TAC:
 - Eddy Teasdale – Requested that five additional items be included in the Dec TAC Agenda: Measurable thresholds, protocol development of measurable objectives, GSP documentation progress, monitoring network progress with suitability indicators and an ad hoc management area committee.

IWVGA TAC COMMITTEE

Meeting Report –November 14, 2018

- Wade Major - Three deeper (1,000-foot +) monitoring wells will be used to gather lithological information, further confirm SkyTEM results and assess water quality. Scope of work will be prepared and submitted to WRM shortly.
 - No additional Item comments at this time from Don Quist, Stephan Bork, Tim Parker, Wade Major, Scott O’Niel, Don Decker, Earl Wilson and myself.
-
- Item 7. Adjourn. Adjourned at 5:05pm.

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PAC Report for IWVGA Board of Directors Meeting – November 15, 2018

A quorum of 10 PAC members was established at the roll call.

Approval of minutes of August 2, 2018 PAC meeting. Minutes of September 6, 2018 tabled until next PAC meeting.

No Public Comments.

Item #4 Discussion of Pumping Allocations and Comments Regarding Uses and Users. Listed below is a bullet list of some of the input from PAC members and members of the public.

- This was the first opportunity for each PAC stakeholder group to see and review the comments of each group of representatives that met with Mr. Markman and Steve Johnson on October 1, 2018.
- Good forum and good first step. The policy and science side are both developing.
- Next step might include Draft Management scenarios - an opportunity for PAC to provide scenarios and allocation themes
- Summary is helpful; need more followup meetings. All options need to be equitable for all; additional discussion should include water rights issues.
- There should be more discussion of options from DACs. **The two DAC proposals that are included in the Proposition 1 grant funding should be implemented as soon as possible.** The Inyokern CSD, for example, needs assistance to repair a leak in a storage tank and needs a back up water tank to use while the storage tank is repaired. There was also discussion about how to address doubling of water rates (or other proposals for increased costs) for resident with low income or fixed incomes.
- Technical information is needed. Data needed regarding what is the effect of various options on domestic wells.
- Many mutuals and co-ops have not responded to letters requesting their well registration.
- All wells in the valley should be registered; we can move forward, but ultimately need data from all wells.
- Regarding discussion of uses and users that may not have been addressed in groundwater production figures – IWV brewery, well for construction water use for Granite Construction, water use for horse and burro facility (we learned that the water is provided by the Navy for the facility and would be included in the Federal Reserve Rights production numbers).
- Need to quantify how much groundwater is in storage and the quality of that water.
- Learn how adjudications and other GSAs are meeting with and working with stakeholder groups.
- Address quality of life issues. See attached copy of Water Code Section 13050 (f) list of “beneficial uses of the waters of the state”.
- It will take a number of years before we know exact numbers for recharge and production and have validation data from the modeling numbers and options.

- **PAC members request that we have specific direction from the GA Board as to how the PAC should proceed with allocation discussion task. We would like to have a detailed agenda for our second meeting with Mr. Markman and Water Resource Manager Mr. Johnson on December 6, 2018.**

Item #5. Appointment of PAC Vice-Chair. Consensus of the PAC members is to ask David Janiec to be Vice-Chair.

Items #6 and #7 Outreach Coordination and Planning for Imported Water and for Recycled Water were discussed together.

PAC members reviewed the outline for the Communication and Engagement Plan – approved by IWVGA on April 19, 2018 and available on the IWVGA website. We recommend that the IWVGA Board members and staff reference the C&E Plan.

- It is vital to reach out to every person in the basin. Bottom of Page 4 states that “those who are affected by a decision have a right to be involved in the decision-making process.”
- PAC recommends Focused workshops scheduled in a meeting venue large enough for expected attendance and held in the evening (Pages 6 and 7)
- PAC recommends that the members of the Speaker’s Bureau make presentations on the topics.
- Materials on the topics should be made available to the public on the IWVGA website, with hard copies and access to electronic copies at libraries and other appropriate public places.
- Present a user’s perspective focusing on general concepts such as affordability of the water; supply and demand issues; quantity available; reliability of the source; and the plan from the GA (suggestions from member of the public Stan Rajtora).

On a personal note, I have decided not to apply for re-appointment as a Director for the Eastern Kern County RCD Board. EKCRCB will designate a new Board member as its representative on the IWVGA PAC. I will continue to act as an EKCRCB Board member until the new appointee is sworn in.

Donna Thomas

Donna Thomas, IWVGA PAC Chair

November 8, 2018



California

LEGISLATIVE INFORMATION

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DIVISION 7. WATER QUALITY [13000 - 16104] (*Division 7 repealed and added by Stats. 1969, Ch. 482.*)

CHAPTER 2. Definitions [13050 - 13051] (*Chapter 2 added by Stats. 1969, Ch. 482.*)

13050. As used in this division:

- (a) "State board" means the State Water Resources Control Board.
- (b) "Regional board" means any California regional water quality control board for a region as specified in Section 13200.
- (c) "Person" includes any city, county, district, the state, and the United States, to the extent authorized by federal law.
- (d) "Waste" includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.
- (e) "Waters of the state" means any surface water or groundwater, including saline waters, within the boundaries of the state.
- (f) "Beneficial uses" of the waters of the state that may be protected against quality degradation include, but are not limited to, domestic, municipal, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.
- (g) "Quality of the water" refers to chemical, physical, biological, bacteriological, radiological, and other properties and characteristics of water which affect its use.
- (h) "Water quality objectives" means the limits or levels of water quality constituents or characteristics which are established for the reasonable protection

of beneficial uses of water or the prevention of nuisance within a specific area.

(i) "Water quality control" means the regulation of any activity or factor which may affect the quality of the waters of the state and includes the prevention and correction of water pollution and nuisance.

(j) "Water quality control plan" consists of a designation or establishment for the waters within a specified area of all of the following:

(1) Beneficial uses to be protected.

(2) Water quality objectives.

(3) A program of implementation needed for achieving water quality objectives.

(k) "Contamination" means an impairment of the quality of the waters of the state by waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. "Contamination" includes any equivalent effect resulting from the disposal of waste, whether or not waters of the state are affected.

(l) (1) "Pollution" means an alteration of the quality of the waters of the state by waste to a degree which unreasonably affects either of the following:

(A) The waters for beneficial uses.

(B) Facilities which serve these beneficial uses.

(2) "Pollution" may include "contamination."

(m) "Nuisance" means anything which meets all of the following requirements:

(1) Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.

(2) Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

(3) Occurs during, or as a result of, the treatment or disposal of wastes.

(n) "Recycled water" means water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur and is therefor considered a valuable resource.

(o) "Citizen or domiciliary" of the state includes a foreign corporation having substantial business contacts in the state or which is subject to service of process in this state.

(p) (1) "Hazardous substance" means either of the following:

(A) For discharge to surface waters, any substance determined to be a hazardous substance pursuant to Section 311(b)(2) of the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.).

(B) For discharge to groundwater, any substance listed as a hazardous waste or hazardous material pursuant to Section 25140 of the Health and Safety Code,

without regard to whether the substance is intended to be used, reused, or discarded, except that "hazardous substance" does not include any substance excluded from Section 311(b)(2) of the Federal Water Pollution Control Act because it is within the scope of Section 311(a)(1) of that act.

(2) "Hazardous substance" does not include any of the following:

(A) Nontoxic, nonflammable, and noncorrosive stormwater runoff drained from underground vaults, chambers, or manholes into gutters or storm sewers.

(B) Any pesticide which is applied for agricultural purposes or is applied in accordance with a cooperative agreement authorized by Section 116180 of the Health and Safety Code, and is not discharged accidentally or for purposes of disposal, the application of which is in compliance with all applicable state and federal laws and regulations.

(C) Any discharge to surface water of a quantity less than a reportable quantity as determined by regulations issued pursuant to Section 311(b)(4) of the Federal Water Pollution Control Act.

(D) Any discharge to land which results, or probably will result, in a discharge to groundwater if the amount of the discharge to land is less than a reportable quantity, as determined by regulations adopted pursuant to Section 13271, for substances listed as hazardous pursuant to Section 25140 of the Health and Safety Code. No discharge shall be deemed a discharge of a reportable quantity until regulations set a reportable quantity for the substance discharged.

(q) (1) "Mining waste" means all solid, semisolid, and liquid waste materials from the extraction, beneficiation, and processing of ores and minerals. Mining waste includes, but is not limited to, soil, waste rock, and overburden, as defined in Section 2732 of the Public Resources Code, and tailings, slag, and other processed waste materials, including cementitious materials that are managed at the cement manufacturing facility where the materials were generated.

(2) For the purposes of this subdivision, "cementitious material" means cement, cement kiln dust, clinker, and clinker dust.

(r) "Master recycling permit" means a permit issued to a supplier or a distributor, or both, of recycled water, that includes waste discharge requirements prescribed pursuant to Section 13263 and water recycling requirements prescribed pursuant to Section 13523.1.

(Amended by Stats. 1996, Ch. 1023, Sec. 429. Effective September 29, 1996.)

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