

# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

## BOARD OF DIRECTORS Rescheduled Regular Board Meeting Agenda

Wednesday, August 23, 2023

**Closed Session – 10:00 a.m.**

**Open Session – No earlier than 11:00 a.m.**

Pursuant to California Government Code 54953(b)(1) two additional call-in locations have been established for Board Members who will attend this meeting via teleconference at 14955 Dale Evans Parkway Apple Valley, CA. 92307 and at 1360 N Main St Bishop, CA. 93514.

***NOTICE:*** *In accordance with the evolving public health declarations, we will continue to provide live stream video for those wishing to participate virtually. Please see the Public Comment Notice below for detailed instructions on submitting public comment as well as websites for livestream broadcasting.*

*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 April Keigwin at (805) 764-5452. 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 Ridgecrest City Hall, 100 W California Ave, 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. All Public Comment portions of the meeting shall be limited to three (3) minutes per speaker. Each person is limited to one comment during Public Comments.*

### 1. CALL TO ORDER

### 2. ADOPTION OF AGENDA

### 3. PUBLIC COMMENT ON CLOSED SESSION

### 4. CLOSED SESSION

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS –  
(Government Code Section 54956.8) - Property: Jackson Ranch - Kings County  
Assessor's Parcel Numbers 048-010-016, 048-010-018, and 048-020-030; Agency  
Negotiator: Capitol Core Group; Negotiating Parties: Various; Under Negotiation: Price  
and terms of payment.

- CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – (Government Code Section § 54956.9(d(4))) – 4 Cases.
- CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – (Government Code Section § 54956.9(c)) – 1 Case.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(d)(1)): IWVGA v. Inyokern CSD – Kern County Superior Court BCV-22-100281
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(d)(1) - Name of case: Searles Valley Minerals Inc v. Indian Wells Valley Groundwater Authority, et. al. - Orange County Superior Court 30-2022-01239487-CU-MC-CJC
- CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Government Code Section 54956.9(d)(1) - Name of case: Mojave Pistachios, LLC, a California limited liability company, et.al. v. Indian Wells Valley Groundwater Authority, a California Joint Powers Authority, et. al. - Orange County Superior Court 30-2022-0139479-CU-MC-CJC

**5. OPEN SESSION – No earlier than 11:00 a.m.**

- a. Report on Closed Session
- b. Pledge of Allegiance
- c. Roll Call

**6. PUBLIC COMMENT**

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. BOARD MEMBER COMMENTS**

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

**8. CONSENT AGENDA**

- a. Approve Minutes of Board Meeting June 14, 2023
- b. Approve Expenditures
  - \*To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>*
  - i. \$95,838.64 – Stetson Engineers
  - ii. \$51,412.80 – Regional Government Services – (Replenishment / Extraction)
  - iii. \$15,025.00 – Capitol Core Group – (Replenishment)
  - iv. \$356,231.09 – Provost & Pritchard – (SGMA IP Grant)
  - v. \$11,629.00 – TranSystems – (SGMA IP Grant)
  - vi. \$140.00 – California State Lands Commission – (Extraction)
  - vii. \$125,000.00 – City of Ridgecrest

**9. UPDATE ON IMPORTED WATER PIPELINE PROJECT**

- 10. APPROVAL OF CHANGE IN SCOPE OF WORK AND BUDGET FOR CONTRACT WITH PROVOST & PRITCHARD CONSULTING GROUP FOR CEQA/NEPA DOCUMENTS AND PERMIT DOCUMENTATION SERVICES FOR THE IMPORTED WATER PIPELINE**
- 11. APPROVAL OF CHANGE IN SCOPE OF WORK AND BUDGET FOR CONTRACT WITH PROVOST & PRITCHARD CONSULTING GROUP FOR DESIGN SERVICES FOR THE IMPORTED WATER PIPELINE**
- 12. APPROVAL OF CHANGE IN SCOPE OF WORK AND BUDGET FOR CONTRACT WITH OVERLAND, PACIFIC AND CUTLER, LLC FOR RIGHT-OF-WAY AND PARCEL ACQUISITION SERVICES FOR THE IMPORTED WATER PIPELINE**
- 13. REPORT FROM CAPITOL CORE GROUP ON FUNDING STATUS – RECYCLED WATER**
- 14. BOARD DIRECTION AND POSSIBLE APPROVAL OF FUNDING PATH FOR IMPORTED WATER PIPELINE**
- 15. APPROVAL OF APPLICATION AND AGREEMENT FOR USE OF KERN COUNTY RIGHT-OF-WAY FOR THE IMPORTED WATER PIPELINE**
- 16. APPROVAL OF REIMBURSEMENT AGREEMENT WITH CALIFORNIA CITY FOR THE IMPORTED WATER PIPELINE**
- 17. DESERT TORTOISE AND MOJAVE GROUND SQUIRREL MITIGATION FOR THE IMPORTED WATER PIPELINE**
- 18. REQUEST FOR VARIANCE**
  - a. CHLT
  - b. Hammar Water Co-op
- 19. WATER RESOURCES MANAGER REPORT**
  - a. Grant Funding
  - b. GSP Implementation Projects/Management Action Updates
    - i. Recycled Water Project
    - ii. Imported Water Project
  - c. Miscellaneous Items
    - i. Data Collection and Monitoring
    - ii. IWVGA Basin Model Configuration Management Plan
    - iii. Rose Valley Subflow Update
    - iv. Update on LADWP Releases
- 20. GENERAL MANAGER’S REPORT**
  - a. Monthly Financial Report
  - b. C&E Plan Update
  - c. Report on IWVGA’s Water Marketer (Capitol Core Group)
  - d. Legislative Update and Direction
- 21. PAC REPORT**
- 22. DATE OF NEXT MEETING – SEPTEMBER 13, 2023**

## 23. ADJOURN

### PUBLIC COMMENT NOTICE

IWVGA meetings will be open to the public for physical attendance; However, for those who wish to continue using virtual alternatives please follow the directions below for access to live stream video as well as ways to submit public comment.

- **Watch meetings on-line:**

All of our meetings are streamed live at <https://ridgecrest-ca.gov/369/Watch> (4 second streaming delay) or on YouTube at <https://www.youtube.com/cityofridgecrest/live> (22 second streaming delay) and are also available for playback after the meeting.

- **Call in for public comments:**

If you wish to make verbal comment, *please call (760) 499-5010*. This phone line will allow only one caller at a time, so if the line is busy, please continue to dial. We will be allowing a 20-30 second pause between callers to give time for media delays and callers to dial in. Due to media delays, please mute your streaming device while making public comment. If you wish to comment on multiple items, you will need to call in as each item is presented.

\*Please Note – This process will be a learning curve for all, *please be patient*.

- **Submit written comments:**

We encourage submittal of written comments supporting, opposing, or otherwise commenting on an agenda item, for distribution to the Board prior to the meeting. Send emails to [akeigwin@rgs.ca.gov](mailto:akeigwin@rgs.ca.gov) written correspondence may be sent to April Keigwin, Clerk of the Board, 100 W. California Ave., Ridgecrest, CA 93555. Please specify to which agenda item your comment relates.

- **Large Groups:**

If you are part of a large group that would like to comment on an agenda item, please consider commenting in writing. This will be as impactful to the Board as having a large group in attendance.

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# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

## BOARD OF DIRECTORS MEETING MINUTES Wednesday, July 12, 2023

### IWVGA Members Present:

Chairman Scott Hayman, City of Ridgecrest	Carol Thomas-Keefer, IWVGA General Manager
Phillip Peters, Kern County	Keith Lemieux, Legal Counsel
Chuck Griffin, IWVWD	Steve Johnson, Stetson Engineers
John Vallejo, Inyo County	Commander Benjamin Turner, US Navy, DoD Liaison
Tim Itnyre, San Bernardino County	April Keigwin, Clerk of the Board
Thomas Bickauskas, Bureau of Land Management	

Attending via teleconference is Tim Itnyre, John Vallejo, Carol Thomas-Keefer and Steve Johnson.

Meeting recording, public comment letters submitted, and all board meeting related documents are made available at:  
<https://iwvga.org/iwvga-meetings/>

### 1. CALL TO ORDER:

Chairman Hayman calls the meeting to order at 10:02 a.m.

### 2. ADOPTION OF AGENDA:

Motion made by Phillip Peters and seconded by Chuck Griffin to approve adoption of the agenda.  
Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye
Director Itnyre	Absent
Director Griffin	Aye
Director Vallejo	Aye

### 3. PUBLIC COMMENT ON CLOSED SESSION:

None.

Chairman Hayman calls the meeting into Closed Session at 10:02 a.m.

### 4. CLOSED SESSION:

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS  
(Government Code Section 54956.8) - Property: Jackson Ranch - Kings County Assessor's Parcel Numbers 048-010-016, 048-010-018, and 048-020-030; Agency Negotiator: Capitol Core Group; Negotiating Parties: Various; Under Negotiation: Price and terms of payment.
- CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION  
(Government Code Section § 54956.9(d(4))) – 4 Cases.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Government Code Section 54956.9(c)): IWVGA v. Inyokern CSD

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Government Code Section 54956.9(d)(1) - Name of case: Searles Valley Minerals Inc v. Indian Wells Valley Groundwater Authority, et. al. - Orange County Superior Court 30-2022-01239487-CU-MC-CJC
- CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION  
(Government Code Section 54956.9(d)(1) - Name of case: Mojave Pistachios, LLC, a California limited liability company, et.al. v. Indian Wells Valley Groundwater Authority, a California Joint Powers Authority, et. al. - Orange County Superior Court 30-2022-0139479-CU-MC-CJC

Closed Session adjourns at 10:55 a.m.

**5. OPEN SESSION – No earlier than 11:00 a.m.**

Meeting reconvenes into Open Session at 11:02 a.m.

- a. Report on Closed Session – Counsel Lemieux reports no action was taken that would require disclosure under The Brown Act.
- b. Pledge of Allegiance is led by Chairman Hayman
- c. Roll Call

Chairman Hayman	Present
Vice Chair Peters	Present
Director Itnyre	Absent
Director Griffin	Present
Director Vallejo	Present

**6. PUBLIC COMMENT:**

The Board hears public comment from Judie Decker.

**7. BOARD MEMBER COMMENTS:**

Commander Turner announces the Navy is now accepting project applications for Rose Valley Funding for FY24/25.

*Director Itnyre joins the meeting at 11:04 a.m.*

Director Griffin notes the recent Press Release sent out on behalf of the IWVGA was submitted on letterhead which included his name. Director Griffin requests that press releases not be sent out on letterhead, given the IWVWD Board did not support the published information within.

**8. CONSENT AGENDA:**

- a. Approve Minutes of Board Meeting June 14, 2023
- b. Approve Expenditures

*\*To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>*

- i. \$93,462.38 – Stetson Engineers
- ii. \$24,414.25 – Regional Government Services – (Replenishment / Extraction)
- iii. \$21,937.50 – Capitol Core Group – (Replenishment)
- iv. \$369,045.78 – Provost & Pritchard – (SGMA IP Grant)
- v. \$51,340.00 – OPC (now TranSystems) – (SGMA IP Grant)

Motion made by Phillip Peters and seconded by Chuck Griffin to approve Minutes of Board Meeting June 14, 2023, and the following expenditures in the amount of, \$93,462.38 to Stetson Engineers, \$24,414.25 to Regional Government Services, \$21,937.50 to Capitol Core Group, \$369,045.78 to Provost & Pritchard, and \$51,340.00 to OPC (now TranSystems).

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye

Director Itnyre	Aye
Director Griffin	Aye
Director Vallejo	Aye

**9. REVIEW OF PROPOSED COMMUNICATION AND ENGAGEMENT WORK PLAN:**

Carol Thomas-Keefer presents staff report and work plan.

The Board hears public comment from Judie Decker, West Katzenstein, and Renee Westa-Lusk.

**10. APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN IWVGA, BUREAU OF LAND MANAGEMENT, AND PROVOST & PRITCHARD CONSULTING GROUP FOR PREPARATION OF AN ENVIRONMENTAL ASSESSMENT FOR THE IMPORTED WATER PIPELINE PROJECT:**

Bianca Cabrera presents staff report and agreement.

Motion made by Phillip Peters and seconded by Chuck Griffin to approve the MOU between IWVGA, Bureau of Land Management, and Provost & Pritchard Consulting Group for preparation of environmental assessment for the imported water pipeline project.

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Aye
Director Itnyre	Aye
Director Griffin	Aye
Director Vallejo	Aye

**11. WATER RESOURCES MANAGER REPORT:**

Steve Johnson and Jean Moran provide updates on the following grants/programs:

- a. Grant Funding
- b. GSP Implementation Projects/Management Action Updates
  - i. Recycled Water Program
  - ii. Imported Water Program
- c. Miscellaneous Items
  - i. Data Collection and Monitoring
  - ii. IWVGA Basin Model Configuration Management Plan
  - iii. Rose Valley Subflow Update
  - iv. Update on LADWP Releases

The Board hears public comment from Renee Westa-Lusk.

**12. GENERAL MANAGER’S REPORT:**

Carol Thomas-Keefer provides the monthly financial report. Michael McKinney of Capitol Core Group provides a report on lobbying activities as well as legislative updates.

**13. POLICY ADVISORY COMMITTEE REPORT**

Dave Janiec provides a report on the June 22, 2023 PAC meeting.

The board hears public comment from Judie Decker, Renee Westa-Lusk Larry Mead, Don Decker, West Katzenstein, and Joshua Nugent.

**14. DATE OF NEXT MEETING – AUGUST 9, 2023**

**15. ADJOURN:**

Chairman Hayman adjourns the meeting at 12:55 p.m. on July 12, 2023.



Respectfully submitted,

*April Keigwin*  
Clerk of the Board  
Indian Wells Valley Groundwater Authority

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**Invoice**

Indian Wells Valley Groundwater Authority  
 Mr. Alan Christensen  
 100 W. California Ave.  
 Ridgecrest, CA 93555

**Invoice Number: 2652-71**  
**Invoice Date: 07/31/23**

Project #: 2652      **Indian Wells Valley Groundwater Authority**

Professional Services through 6/30/2023

**Water Resources Management 2023**

**01 - Meetings & Prep**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	9.50	\$237.00	\$2,251.50
Supervisor I	20.75	\$206.00	\$4,274.50
Senior Associate	3.50	\$128.00	\$448.00
Assistant I	17.75	\$98.00	\$1,739.50
Assistant II	3.75	\$93.00	\$348.75
<i>Professional Services Subtotal:</i>			<u>\$9,062.25</u>
<b>Reimbursables</b>			<u>Charge</u>
Reproduction (Color)			\$9.79
Reproduction			\$3.45
<i>Reimbursables Subtotal:</i>			<u>\$13.24</u>
<i>Meetings &amp; Prep Subtotal:</i>			<u>\$9,075.49</u>

**01.01 - LADWP Release Coordination and Meetings**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$237.00	\$355.50
Supervisor I	2.50	\$206.00	\$515.00
Supervisor II	10.00	\$191.00	\$1,910.00
<i>Professional Services Subtotal:</i>			<u>\$2,780.50</u>
<i>LADWP Release Coordination and Meetings Subtotal:</i>			<u>\$2,780.50</u>

**02 - Prop 1 / Prop 68 Grant Administration**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	10.00	\$128.00	\$1,280.00
<i>Professional Services Subtotal:</i>			<u>\$1,280.00</u>
<i>Prop 1 / Prop 68 Grant Administration Subtotal:</i>			<u>\$1,280.00</u>

**02.01 - SGMA IP Grant Administration**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	2.00	\$128.00	\$256.00
Assistant I	8.75	\$98.00	\$857.50
<i>Professional Services Subtotal:</i>			<u>\$1,113.50</u>
<i>SGMA IP Grant Administration Subtotal:</i>			<u>\$1,113.50</u>

**03 - Grant Review & Application Preparation**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	8.50	\$237.00	\$2,014.50



**03 - Grant Review & Application Preparation**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.25	\$206.00	\$257.50
Senior Associate	6.00	\$128.00	\$768.00
			<u>Professional Services Subtotal: \$3,040.00</u>
			<i>Grant Review &amp; Application Preparation Subtotal: \$3,040.00</i>

**04 - Data Mgmt System Support**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	0.50	\$206.00	\$103.00
Senior III	10.00	\$134.00	\$1,340.00
Associate I	17.25	\$122.00	\$2,104.50
Senior Assistant	11.50	\$103.00	\$1,184.50
			<u>Professional Services Subtotal: \$4,732.00</u>
			<i>Data Mgmt System Support Subtotal: \$4,732.00</i>

**05 - General Project Mgmt**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	13.00	\$206.00	\$2,678.00
Senior Associate	0.75	\$128.00	\$96.00
			<u>Professional Services Subtotal: \$2,774.00</u>
			<i>General Project Mgmt Subtotal: \$2,774.00</i>

**06 - Model Transfer & Upgrade**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$237.00	\$355.50
Supervisor I	4.00	\$206.00	\$824.00
Supervisor II	3.25	\$191.00	\$620.75
			<u>Professional Services Subtotal: \$1,800.25</u>
<b>Sub-Contractors</b>			<u>Charge</u>
Board of Regents			\$1,389.96
			<u>Sub-Contractors Subtotal: \$1,389.96</u>
			<i>Model Transfer &amp; Upgrade Subtotal: \$3,190.21</i>

**07.01 - Imported Water: Planning/Design/Environmental**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	18.00	\$237.00	\$4,266.00
Supervisor I	17.25	\$206.00	\$3,553.50
GIS Manager	0.75	\$122.00	\$91.50
Assistant I	110.00	\$98.00	\$10,780.00
			<u>Professional Services Subtotal: \$18,691.00</u>
			<i>Imported Water: Planning/Design/Environmental Subtotal: \$18,691.00</i>

**07.02 - Imported Water: Engagement/Outreach**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	9.50	\$206.00	\$1,957.00
Assistant I	4.00	\$98.00	\$392.00
			<u>Professional Services Subtotal: \$2,349.00</u>
<b>Reimbursables</b>			<u>Charge</u>
Mileage			\$57.64
			<u>Reimbursables Subtotal: \$57.64</u>



*Imported Water: Engagement/Outreach Subtotal:* \$2,406.64

**08 - Imported Water: Negotiations & Coordination**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.25	\$206.00	\$257.50
<i>Professional Services Subtotal:</i>			<u>\$257.50</u>

*Imported Water: Negotiations & Coordination Subtotal:* \$257.50

**09 - Recycled Water**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$237.00	\$355.50
Supervisor I	14.50	\$206.00	\$2,987.00
GIS Specialist I	0.25	\$101.00	\$25.25
Assistant I	39.00	\$98.00	\$3,822.00
Assistant II	19.75	\$93.00	\$1,836.75
<i>Professional Services Subtotal:</i>			<u>\$9,026.50</u>

*Recycled Water Subtotal:* \$9,026.50

**11 - Data Collection, Monitoring & Data Gaps**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	3.50	\$206.00	\$721.00
Supervisor II	2.00	\$191.00	\$382.00
Associate I	0.50	\$122.00	\$61.00
Senior Assistant	56.75	\$103.00	\$5,845.25
<i>Professional Services Subtotal:</i>			<u>\$7,009.25</u>

<b>Reimbursables</b>	<u>Charge</u>	
Equipment Purchase	\$90.76	
Field Supplies	\$25.14	
Mileage	\$19.65	
Other Expenses	\$47.00	
<i>Reimbursables Subtotal:</i>		<u>\$182.55</u>

*Data Collection, Monitoring & Data Gaps Subtotal:* \$7,191.80

**14 - Production Reporting, Transient Pool & Fee Support**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.50	\$237.00	\$829.50
Supervisor I	1.50	\$206.00	\$309.00
Senior Associate	4.00	\$128.00	\$512.00
Associate I	17.50	\$122.00	\$2,135.00
Assistant II	4.00	\$93.00	\$372.00
<i>Professional Services Subtotal:</i>			<u>\$4,157.50</u>

*Production Reporting, Transient Pool & Fee Support Subtotal:* \$4,157.50

**16 - TSS: General Coordination/Application Support**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	0.50	\$206.00	\$103.00
<i>Professional Services Subtotal:</i>			<u>\$103.00</u>

*TSS: General Coordination/Application Support Subtotal:* \$103.00

**17 - Navy/Coso Royalty Fund: Develop FY24 Projects & Secure Funding**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.50	\$206.00	\$309.00



**17 - Navy/Coso Royalty Fund: Develop FY24 Projects & Secure Funding**

*Professional Services Subtotal:* \$309.00

*Navy/Coso Royalty Fund: Develop FY24 Projects & Secure Funding Subtotal:* \$309.00

**18 - Navy/Coso Royalty Fund: FY21 Rose Valley MW Permitting, Bid Doc Support & Dr**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	3.00	\$206.00	\$618.00
Associate I	2.25	\$122.00	\$274.50

*Professional Services Subtotal:* \$892.50

*Navy/Coso Royalty Fund: FY21 Rose Valley MW Permitting, Bid Doc Support & Dr* \$892.50

**18.1 - Navy/Coso Cooperative Agreement**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	2.50	\$206.00	\$515.00
Supervisor II	2.50	\$191.00	\$477.50
Contract Management	1.00	\$103.00	\$103.00

*Professional Services Subtotal:* \$1,095.50

*Navy/Coso Cooperative Agreement Subtotal:* \$1,095.50

**20 - Shallow Well Mitigation Program: Outreach & Impacts Evaluation**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.00	\$237.00	\$711.00
Supervisor I	2.25	\$206.00	\$463.50
Assistant I	1.75	\$98.00	\$171.50

*Professional Services Subtotal:* \$1,346.00

*Shallow Well Mitigation Program: Outreach & Impacts Evaluation Subtotal:* \$1,346.00

**21 - General Engineering**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	4.00	\$237.00	\$948.00
Supervisor I	5.00	\$206.00	\$1,030.00
Senior Associate	8.25	\$128.00	\$1,056.00
Assistant I	6.00	\$98.00	\$588.00
Assistant II	2.00	\$93.00	\$186.00

*Professional Services Subtotal:* \$3,808.00

*General Engineering Subtotal:* \$3,808.00

**22 - GSP 5-Year Update**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	8.75	\$206.00	\$1,802.50
Supervisor II	52.50	\$191.00	\$10,027.50
Senior Associate	2.00	\$128.00	\$256.00
GIS Manager	1.00	\$122.00	\$122.00

*Professional Services Subtotal:* \$12,208.00

*GSP 5-Year Update Subtotal:* \$12,208.00

**23 - Annual Report Preparation**

<b>Professional Services</b>	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor II	21.50	\$191.00	\$4,106.50
Senior Associate	3.00	\$128.00	\$384.00
GIS Manager	1.25	\$122.00	\$152.50



**23 - Annual Report Preparation**

*Professional Services Subtotal:* \$4,643.00

*Annual Report Preparation Subtotal:* \$4,643.00

**25 - Allocation Plan & Rules & Regs on Pumping/Restrictions**

**Professional Services**

Supervisor I

Bill Hours          Bill Rate          Charge

1.50          \$206.00          \$309.00

*Professional Services Subtotal:* \$309.00

*Allocation Plan & Rules & Regs on Pumping/Restrictions Subtotal:* \$309.00

**26 - Budget Support**

**Professional Services**

Senior Associate

Bill Hours          Bill Rate          Charge

11.00          \$128.00          \$1,408.00

*Professional Services Subtotal:* \$1,408.00

*Budget Support Subtotal:* \$1,408.00

***Water Resources Management 2023 Subtotal:* \$95,838.64**

**\*\*\* Invoice Total \*\*\* \$95,838.64**

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PO Box 1350  
Carmel Valley, CA 93924

# Invoice

Date	Invoice #
7/31/2023	15404

**Bill To:**

Indian Wells Valley Groundwater Authority  
100 W California Ave  
Ridgecrest, CA 93555

P.O. No.	Due Date	Inv Sent
	8/30/2023	8/18/2023

Date	Description	Amount
7/31/2023	Contract Services for July - please see attached	22,755.50

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	<b>Total</b> <b>\$22,755.50</b>
---	---------------------------------

**Indian Wells Valley**

Month: **July, 2023**

Hours and Rates by Pay Period					
	1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CT	29.50	\$ 134.00	32.00	\$ 134.00	\$ 8,241.00
AK	65.00	\$ 105.00	64.10	\$ 105.00	\$ 13,555.50
JK	0.00	\$ -	0.00	\$ -	\$ -
GL	0.00	\$ -	0.00	\$ -	\$ -
AM	0.00	\$ -	0.00	\$ -	\$ -
GS	7.00	\$ 137.00	0.00	\$ -	\$ 959.00
EF	0.00	\$ -	0.00	\$ -	\$ -
RM	0.00	\$ -	0.00	\$ -	\$ -
<b>Sub Totals</b>	<b>101.50</b>		<b>96.10</b>		<b>\$ 22,755.50</b>

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PO Box 1350  
Carmel Valley, CA 93924

# Invoice

Date	Invoice #
6/30/2023	15260

Bill To:
Indian Wells Valley Groundwater Authority 100 W California Ave Ridgecrest, CA 93555

P.O. No.	Due Date	Inv Sent
	7/30/2023	7/18/2023

Date	Description	Amount
6/30/2023	Contract Services for June - please see attached	28,357.30

Electronic Payment Information: Community Bank of the Bay ABA: 121142407 Account: 0365002245	<b>Total</b> <b>\$28,357.30</b>
---	---------------------------------

**Indian Wells Valley**

Month: **June, 2023**

Hours and Rates by Pay Period					
	1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CT	34.00	\$ 134.00	23.75	\$ 134.00	\$ 7,738.50
AK	72.50	\$ 105.00	75.20	\$ 105.00	\$ 15,508.50
JK	0.00	\$ -	0.00	\$ -	\$ -
GL	0.00	\$ -	0.00	\$ -	\$ -
AM	0.00	\$ -	0.00	\$ -	\$ -
GS	15.75	\$ 137.00	10.00	\$ 137.00	\$ 3,527.75
EF	3.50	\$ 120.00	0.00	\$ -	\$ 420.00
RM	0.50	\$ 164.00	0.00	\$ -	\$ 82.00
<b>Sub Totals</b>	<b>126.25</b>		<b>108.95</b>		<b>\$ 27,276.75</b>

**Rate Adjustment on hours billed:**

Advisor - CT	Hours	Old Rate	New Rate	Difference	
Jan	42.00	\$ 130.00	\$ 134.00	\$ 168.00	
Feb	48.50	\$ 130.00	\$ 134.00	\$ 194.00	
Mar	45.50	\$ 130.00	\$ 134.00	\$ 182.00	
Apr	46.50	\$ 130.00	\$ 134.00	\$ 186.00	
May	36.75	\$ 130.00	\$ 134.00	\$ 147.00	<b>\$ 877.00</b>
Advisor - EF	Hours	Old Rate	New Rate	Difference	
Jan	3.50	\$ 115.00	\$ 120.00	\$ 17.50	
Feb	0.00	\$ 115.00	\$ 120.00	\$ -	
Mar	23.21	\$ 115.00	\$ 120.00	\$ 116.05	
Apr	0.00	\$ 115.00	\$ 120.00	\$ -	
May	14.00	\$ 115.00	\$ 120.00	\$ 70.00	<b>\$ 203.55</b>
					<b>Total Billed</b>
					<b><u>\$ 28,357.30</u></b>

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PO Box 1350  
Carmel Valley, CA 93924

# Invoice

Date	Invoice #
6/30/2023	15349

Bill To:
Indian Wells Valley Groundwater Authority 100 W California Ave Ridgecrest, CA 93555

P.O. No.	Due Date	Inv Sent
	7/30/2023	7/25/2023

Date	Description	Amount
6/30/2023	Reimbursable Expenses for Ridgecrest Monthly Rent - please see attached	300.00
<b>Total</b>		<b>\$300.00</b>

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**Capitol Core Group, Inc.**  
 205 Cartwheel Bend (Operations Dept.)  
 Austin, TX 78738 US  
 512.568.3084  
 operations@capitolcore.com  
 www.capitolcore.com

**BILL TO**

Indian Wells Valley Groundwater  
 Authority  
 500 West Ridgecrest Blvd.  
 Ridgecrest, California 93555  
 USA

**INVOICE 2023-038**

**DATE** 08/01/2023 **TERMS** Net 45

**DUE DATE** 09/15/2023

**VENDOR ID**

195953

**INVOICE PERIOD**

July 2023

DATE	ACCOUNT SUMMARY	AMOUNT
07/03/2023	Balance Forward	37,887.50
	Other payments and credits after 07/03/2023 through 07/31/2023	-37,887.50
08/01/2023	Other invoices from this date	0.00
	New charges (details below)	15,025.00
	Total Amount Due	15,025.00

ACTIVITY	HOURS	RATE	AMOUNT
<b>Charges</b>			
Task 1: Secure Imported Water Supplies	0		0.00
<b>Government Relations: Intergovernmental Affairs</b>	1	275.00	275.00
Subtask A: Jackson Ranch termination {Tatum}			
<b>Government Relations: Intergovernmental Affairs</b>	6	275.00	1,650.00
Subtask D: 2023 Water Season Calls (various) {Tatum}			
<b>Government Relations: Intergovernmental Affairs</b>	1	250.00	250.00
Subtask A and Subtask D: (various) Water Supply calls			
Invoice Total Task 1: \$2,175.00 (8 hours)	0		0.00
Task 2: Interconnection Pipeline Project	0		0.00
<b>Government Relations: Federal</b>	4	275.00	1,100.00
Congressional: Delegation follow-up WRDA request, internal meetings and IWVGA staff call {McKinney}			
Invoice Total Task 2: \$1,100.00 (4 hours)	0		0.00
Task 3: Water Recycling Plant	0		0.00
<b>Government Relations: Federal</b>	2.50	275.00	687.50
Agency: Internal Report at request of staff on WRP funding sources {McKinney}			
Invoice Total Task 3: \$687.50 (2.5 hours)	0		0.00
Task 4: Wastewater Treatment Plant	0		0.00

ACTIVITY	HOURS	RATE	AMOUNT
<b>Government Relations:California</b> Legislative: AB 444 -- Cal-DCIP follow-up with Senate Appropriations Committee {McKinney}	1	275.00	275.00
<b>Government Relations:Federal</b> Congressional: NDAA 2024 Review and Analysis {Simonetti}	1.50	250.00	375.00
Invoice Total Task 4: \$650.00 (2.5 hours)	0		0.00
Task 5: Other Projects Supporting the GSP	0		0.00
<b>Government Relations:California</b> Legislative: AB 560 -- Direct Advocacy Senate Judiciary Committee Members, and Author's amendments {McKinney}	4	275.00	1,100.00
<b>Government Relations:California</b> Legislative: AB 779 -- Direct Advocacy Senate Judiciary Committee Members, Author's Amendments, Opposition Arguments review {McKinney}	6	275.00	1,650.00
<b>Government Relations:California</b> Legislative: AB 1205 -- Direct Advocacy Senate Natural Resources and Water Committee, Author's discussion {McKinney}	3.50	275.00	962.50
<b>Government Relations:California</b> Legislative: Senate Committee lobbying -- Senate Appropriations: AB 444 (Addis) - Cal-DCIP; Senate Natural Resources & Water: AB 1205 (Bauer-Kahan) - Water Sales; Senate Judiciary: AB 560 (Bennett) and AB 779 (Wilson) - Water Adjudications {Simonetti}	15	250.00	3,750.00
Invoice Total Task 5: \$7,462.50 (28.5 hours)	0		0.00
Task 6: Project Administration	0		0.00
<b>General Business Items:Project Administration</b> Board Meeting -- July {McKinney}	2.50	275.00	687.50
<b>General Business Items:Project Administration</b> Monthly Meeting Preparation {McKinney}	1	275.00	275.00
<b>General Business Items:Project Administration</b> Board Meeting July {Tatum}	2.50	275.00	687.50
<b>General Business Items:Project Administration</b> Ad-Hoc -- Infrastructure Funding internal staff call {Tatum}	2	275.00	550.00
<b>General Business Items:Project Administration</b> Board: July meeting and materials preparation {Simonetti}	3	250.00	750.00
Invoice Total Task 6: \$2,950.00 (11 hours)	0		0.00
*****	0		0.00
Compliance Reporting Notes:	0		0.00
IWVGA Reporting Federal for Invoice: \$1,787.50	0		0.00
City of Ridgecrest Reporting Federal for Invoice: \$375.00	0		0.00
IWVGA Reporting State of California for Invoice: \$7,212.50	0		0.00
City of Ridgecrest Reporting State of California for Invoice: \$525.00	0		0.00
*****	0		0.00

Thank you for your business. Please make checks payable to Capitol Core Group, Inc.

TOTAL OF NEW CHARGES

15,025.00

We have reverted back to our previous invoice format due to functionality and ease of understanding.

TOTAL DUE

**\$15,025.00**

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455 W. Fir Avenue  
 Clovis, CA 93611  
 (559) 449-2700  
 Fax (559) 449-2715



April Keigwin  
 Indian Wells Valley Groundwater Authority  
 100 West California Avenue  
 Ridgecrest, CA 93555

July 12, 2023  
 Project No: 04101-23-002  
 Invoice No: 101905

**Project Name: IWVGA Imported Water Conveyance Design Services**

**Client Project #:**

**See Monthly Progress Report for June included in this folder. Attach to front of invoice.**

**Professional Services from June 1, 2023 to June 30, 2023**

Phase: 121P Coordination Meetings

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Engineer	20.30	195.00	3,958.50	
Associate Engineer	.50	156.00	78.00	
Principal Engineer	.50	227.00	113.50	
Principal Engineer	3.50	238.00	833.00	
Senior Technician	.30	150.00	45.00	
Totals	25.10		5,028.00	
<b>Total Labor</b>				<b>5,028.00</b>
				<b>Total this Phase: \$5,028.00</b>

Phase: 131P P&P General PM

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Engineer	56.10	195.00	10,939.50	
Principal Engineer	3.10	217.00	672.70	
Principal Engineer	.60	227.00	136.20	
Principal Engineer	26.00	238.00	6,188.00	
Project Administrator	.50	94.00	47.00	
Project Administrator	21.30	101.00	2,151.30	
Totals	107.60		20,134.70	
<b>Total Labor</b>				<b>20,134.70</b>

**Reimbursable Expenses**

Travel & Mileage			<del>86.63</del>	55.02
<b>Total Reimbursables</b>			<del>86.63</del>	<del>86.63</del>
				<b>Total this Phase: \$20,221.33</b>
				<b>\$20,189.72</b>

Phase: 211P Preliminary Design Coordination

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Associate GIS Specialist	10.10	105.00	1,060.50	
Totals	10.10		1,060.50	
<b>Total Labor</b>				<b>1,060.50</b>

\*\*\* Please make checks payable to Provost & Pritchard Consulting Group \*\*\*  
 For billing inquiries, please email BillingInquiries@ppeng.com.

**Total this Phase: \$1,060.50**

Phase: 221P Env & ROW Consultant Coord

**Labor**

	Hours	Rate	Amount	
Senior Engineer	8.10	195.00	1,579.50	
Totals	8.10		1,579.50	
<b>Total Labor</b>				<b>1,579.50</b>

**Total this Phase: \$1,579.50**

Phase: 231P Surveying

**Labor**

	Hours	Rate	Amount	
Senior Technician	6.00	130.00	780.00	
Licensed Surveyor	42.50	180.00	7,650.00	
Totals	48.50		8,430.00	
<b>Total Labor</b>				<b>8,430.00</b>

**Reimbursable Expenses**

Travel & Mileage			<del>1,108.40</del>	
<b>Total Reimbursables</b>			<del>1,108.40</del>	<del>1,108.40</del>

**Total this Phase: ~~\$9,538.40~~  
\$8,430.00**

Phase: 241P Utility Research/Coordination

**Labor**

	Hours	Rate	Amount	
Assistant Engineer	35.80	126.00	4,510.80	
Associate Engineer	1.00	156.00	156.00	
Project Administrator	1.30	94.00	122.20	
Totals	38.10		4,789.00	
<b>Total Labor</b>				<b>4,789.00</b>

**Total this Phase: \$4,789.00**

Phase: 251P P&P Coord Geotechnical Services

**Labor**

	Hours	Rate	Amount	
Senior Engineer	.70	195.00	136.50	
Totals	.70		136.50	
<b>Total Labor</b>				<b>136.50</b>

**Total this Phase: \$136.50**

Phase: 252G SEI Geotechnical Services

**Consultants**

Consultants			<del>70,952.13</del>	
<b>Total Consultants</b>			<del>70,952.13</del>	<del>70,952.13</del>

**Total this Phase: ~~\$70,952.13~~  
\$61,697.50**

Phase: 271P BLM Special Use Permit

**Labor**

	Hours	Rate	Amount	
Senior Engineer	23.10	195.00	4,504.50	
Assistant Engineer	3.00	126.00	378.00	
Principal Engineer	6.10	238.00	1,451.80	
Senior GIS Specialist	35.80	147.00	5,262.60	
Senior GIS Specialist	.30	175.00	52.50	
Totals	68.30		11,649.40	
<b>Total Labor</b>				<b>11,649.40</b>
		<b>Total this Phase:</b>		<b>\$11,649.40</b>

Phase: 273P City of California City Permit

**Labor**

	Hours	Rate	Amount	
Senior Engineer	1.20	195.00	234.00	
Principal Engineer	1.00	238.00	238.00	
Totals	2.20		472.00	
<b>Total Labor</b>				<b>472.00</b>
		<b>Total this Phase:</b>		<b>\$472.00</b>

Phase: 274P Kern Roads Agreement/Encroachment Permit

**Labor**

	Hours	Rate	Amount	
Senior Engineer	9.50	178.00	1,691.00	
Senior Engineer	4.00	195.00	780.00	
Assistant Engineer	9.00	126.00	1,134.00	
Principal Engineer	11.50	207.00	2,380.50	
Totals	34.00		5,985.50	
<b>Total Labor</b>				<b>5,985.50</b>
		<b>Total this Phase:</b>		<b>\$5,985.50</b>

Phase: 275P SCE Encroachment Permit

**Labor**

	Hours	Rate	Amount	
Principal Engineer	10.70	207.00	2,214.90	
Totals	10.70		2,214.90	
<b>Total Labor</b>				<b>2,214.90</b>
		<b>Total this Phase:</b>		<b>\$2,214.90</b>

Phase: 281P P&P Preliminary Design Report

**Labor**

	Hours	Rate	Amount
Senior Engineer	32.50	178.00	5,785.00
Senior Engineer	100.40	195.00	19,578.00
Associate Engineer	5.90	140.00	826.00
Assistant Engineer	26.70	112.00	2,990.40
Assistant Engineer	19.10	105.00	2,005.50
Assistant Engineer	15.60	126.00	1,965.60
Associate Engineer	40.50	156.00	6,318.00
Principal Engineer	4.60	217.00	998.20
Principal Engineer	3.50	207.00	724.50

Project	04101-23-002	IWVGA Imported Water Conveyance Design	Invoice	101905
Principal Engineer		36.70	227.00	8,330.90
Principal Engineer		10.80	238.00	2,570.40
Principal Engineer		7.50	248.00	1,860.00
Project Administrator		1.00	94.00	94.00
Assistant Engineer		.50	133.00	66.50
Principal Const. Manager		1.00	215.00	215.00
Totals		306.30		54,328.00
<b>Total Labor</b>				<b>54,328.00</b>
<b>Total this Phase:</b>				<b>\$54,328.00</b>

Phase:	282D	P&P Drafting Preliminary Design		
<b>Labor</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Engineer		13.00	186.00	2,418.00
Senior Engineer		41.50	178.00	7,387.00
Senior Engineer		30.40	195.00	5,928.00
Associate Engineer		4.40	140.00	616.00
Assistant Engineer		7.00	112.00	784.00
Assistant Engineer		11.60	105.00	1,218.00
Senior Technician		17.80	143.00	2,545.40
Assistant Engineer		93.10	126.00	11,730.60
Associate Engineer		10.00	156.00	1,560.00
Principal Engineer		.50	217.00	108.50
Principal Engineer		8.00	207.00	1,656.00
Principal Engineer		3.50	227.00	794.50
Principal Engineer		1.00	248.00	248.00
Project Administrator		.40	88.00	35.20
Senior Technician		27.70	158.00	4,376.60
Senior Technician		86.60	150.00	12,990.00
Senior GIS Specialist		11.30	147.00	1,661.10
Associate Technician		74.60	119.00	8,877.40
Associate GIS Specialist		.40	105.00	42.00
Totals		442.80		64,976.30
<b>Total Labor</b>				<b>64,976.30</b>
<b>Total this Phase:</b>				<b>\$64,976.30</b>

Phase:	286Q	Dahl Preliminary Design Report		
<b>Consultants</b>				
Consultants				<del>1,104.00</del>
<b>Total Consultants</b>				<del>1,104.00</del>
<b>Total this Phase:</b>				<del>\$1,104.00</del>
				<b>\$960.00</b>

Phase:	28T1	Preliminary System Hydraulics TM Stantec		
<b>Labor</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Principal Engineer		1.00	238.00	238.00
Totals		1.00		238.00
<b>Total Labor</b>				<b>238.00</b>
<b>Total this Phase:</b>				<b>\$238.00</b>

Phase: 28T2 Pipe Optimizations TM



**Labor**

	Hours	Rate	Amount
Principal Engineer	3.70	217.00	802.90
Principal Engineer	1.50	238.00	357.00
Totals	5.20		1,159.90
<b>Total Labor</b>			<b>1,159.90</b>
		<b>Total this Phase:</b>	<b>\$1,159.90</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	255,433.36	653,491.18	908,924.54
Budget			3,770,969.00
Budget Remaining			2,862,044.46
		<b>Total this Invoice</b>	<del><b>\$255,433.36</b></del>
			<b>\$244,894.72</b>

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April Keigwin  
 Indian Wells Valley Groundwater Authority  
 100 West California Avenue  
 Ridgecrest, CA 93555

July 13, 2023  
 Project No: 04101-23-001  
 Invoice No: 102004

**Project Name: Indian Wells Valley Groundwater Authority-CEQA/NEPA Documents and Permit Documentation**

**Client Project #:**

**TSK 1 Initial Coordination:** Initial Coordination tasks with staff and agencies to keep project schedule on track. Weekly coordination meetings and tasks for project progression and MOU. Process contract amendment for sub consultant and project reallocated tasks. Update budget tracker spreadsheet with latest received information. Email correspondence.

**TSK 2 Geotechnical Studies:** Email correspondence regarding scheduling of geotechnical monitoring work. Draft SF-299 language and send to subconsultant. Updates from BLM on CatEx document review and next steps in process. Review and process draft invoice for phase tasks. WEAP presentation by biological field staff for Geotech construction work. Reimbursable expenses – travel time to California City for field surveys and site construction monitoring on geotechnical investigation work, rental car expense and gas, mileage for additional company vehicle, meals.

**TSK 3 Technical Studies:** Biological - Preparation and research for additional technical reports and agency coordination. Biological staff coordination for surveys and fieldwork. Prepare, draft, review and revisions for Wildlife Report and Mitigation Memo. Discussion and coordination with CDFW and USFWS for surveys and avoidance measures. Collect biological field data, import and export data for staff. Prepare Geotech maps for biological field surveys. Cultural - Meeting with cultural sub about extended buffer for survey. Scope amendment discussion with subs. Coordination and discussion with BLM regarding project description for cultural work. Prepare spreadsheet of APNs for bio and cultural surveys, included and excluded. Air Quality/Greenhouse Gas/Noise – Email correspondence with sub consultant on needs and status of reports for project.

**TSK 4 Public Outreach:** Coordination meeting with Stantec to discuss details and timelines for Scoping Meeting in California City and Ridgecrest. Add items to agenda for Stetson and Authority to approve for Scoping Meetings, including list of information needed for meeting execution. Stantec subconsultant tasks for scoping meeting preparation. Email correspondence.

**TSK 5 Regulatory Compliance and Permitting:** Meeting with BLM to discuss permitting needs. Questions and coordination regarding Aquatic Resources Delineation. Email correspondence between staff, BLM, and subconsultant. Process subconsultant invoices for phase tasks.

**TSK 6 CEQA/NEPA Documentation:** Weekly check-in meeting for CEQA & NEPA tasks and coordination. Continue research and continue drafting Project Description and Alternatives analysis needed for environmental documentation. Drafting sections for CEQA and NEPA reports. Drafting and revising exhibits for reports. Email correspondence and coordination amongst staff.

**Professional Services from June 1, 2023 to June 30, 2023**

Phase: TSK1 Initial Coordination

**Labor**

	Hours	Rate	Amount	
Principal Engineer	2.80	217.00	607.60	
Project Administrator	12.60	108.00	1,360.80	
Principal Planner	18.50	188.00	3,478.00	
Associate Biologist	.50	130.00	65.00	
Totals	34.40		5,511.40	
<b>Total Labor</b>				<b>5,511.40</b>

**Consultants**

Consultants			<del>2,062.81</del>	\$1,793.75
<b>Total Consultants</b>			<del>2,062.81</del>	<del>2,062.81</del>
		<b>Total this Phase:</b>		<del>\$7,574.21</del>
				<b>\$ 7,305.15</b>

\*\*\* Please make checks payable to Provost & Pritchard Consulting Group \*\*\*  
 For billing inquiries, please email BillingInquiries@ppeng.com.

Phase: TSK2 Geotechnical Studies

**Labor**

	Hours	Rate	Amount
Project Administrator	1.80	108.00	194.40
Assistant Envir. Spec.	.30	120.00	36.00
Principal Planner	7.90	188.00	1,485.20
Associate Biologist	4.20	116.00	487.20
Associate Biologist	37.30	130.00	4,849.00
Assistant Biologist	9.20	100.00	920.00
Principal Biologist	2.40	165.00	396.00
Travel Time	11.00	80.00	880.00
Totals	74.10		9,247.80
<b>Total Labor</b>			<b>9,247.80</b>

**Consultants**

Consultants			<del>1,725.00</del>
<b>Total Consultants</b>			<del>1,725.00</del> <b>\$1,500.00</b>

**Reimbursable Expenses**

Travel & Mileage			<del>1,101.78</del>
Other Direct Reimb Expenses			<del>122.92</del>
<b>Total Reimbursables</b>			<del>1,224.70</del> <b>\$1,224.70</b>
<b>Total this Phase:</b>			<del>\$12,197.50</del> <b>\$10,747.80</b>

Phase: TSK3 Technical Studies

**Labor**

	Hours	Rate	Amount
Assistant Engineer	5.00	126.00	630.00
Project Administrator	.30	94.00	28.20
Project Administrator	8.70	108.00	939.60
Senior GIS Specialist	45.30	147.00	6,659.10
Principal Planner	15.60	188.00	2,932.80
Associate GIS Specialist	2.20	105.00	231.00
Associate Biologist	45.60	116.00	5,289.60
Associate Biologist	82.70	130.00	10,751.00
Principal Biologist	28.60	165.00	4,719.00
Totals	234.00		32,180.30
<b>Total Labor</b>			<b>32,180.30</b>

**Consultants**

Consultants			<del>7,693.87</del> <b>\$6,690.32</b>
<b>Total Consultants</b>			<del>7,693.87</del> <b>-7,693.87</b>

**Reimbursable Expenses**

Travel & Mileage			<del>1,537.31</del>
<b>Total Reimbursables</b>			<del>1,537.31</del> <b>1,537.31</b>
<b>Total this Phase:</b>			<del>\$41,411.48</del> <b>\$38,870.62</b>

Phase: TSK4 Public Outreach

**Labor**

	Hours	Rate	Amount
Project Administrator	1.70	108.00	183.60
Principal Planner	4.70	188.00	883.60

Project	04101-23-001	CEQA/NEPA Documents and Permit Documenta	Invoice	102004
Senior Planner		3.00	173.00	519.00
Totals		9.40		1,586.20
<b>Total Labor</b>				<b>1,586.20</b>
<b>Consultants</b>				
Consultants				<del>1,196.00</del> \$1,040.00
<b>Total Consultants</b>				<del>1,196.00</del> <b>1,196.00</b>
<b>Total this Phase:</b>				<del>\$2,782.20</del> <b>\$2,626.20</b>
<hr/>				
Phase:	TSK5	Regulatory Compliance and Permitting		
<b>Labor</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Administrator		.50	108.00	54.00
Principal Planner		7.60	188.00	1,428.80
Totals		8.10		1,482.80
<b>Total Labor</b>				<b>1,482.80</b>
<b>Consultants</b>				
Consultants				<del>49,338.09</del> \$38,975.00
<b>Total Consultants</b>				<del>49,338.09</del> <b>49,338.09</b>
<b>Total this Phase:</b>				<del>\$50,820.89</del> <b>\$40,457.80</b>
<hr/>				
Phase:	TSK6	CEQA/NEPA Documentation		
<b>Labor</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Administrator		.60	94.00	56.40
Project Administrator		2.30	108.00	248.40
Assistant Planner		37.40	110.00	4,114.00
Assistant Planner		20.00	90.00	1,800.00
Principal Planner		21.20	188.00	3,985.60
Associate Planner		1.80	138.00	248.40
Associate GIS Specialist		1.20	105.00	126.00
Associate GIS Specialist		2.80	125.00	350.00
Assistant Biologist		4.00	100.00	400.00
Totals		91.30		11,328.80
<b>Total Labor</b>				<b>11,328.80</b>
<b>Total this Phase:</b>				<b>\$11,328.80</b>
<b>Total this Invoice</b>				<del>\$126,115.08</del> <b>\$111,336.37</b>

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# Invoice

Please remit payment to:  
P.O. Box 71368  
Chicago, IL 60694-1368

TranSystems Corporation

www.transystems.com

If you have any questions, please call:  
(562) 304-2000

**Client:**

Indian Wells Valley Groundwater Authorit  
Attn: April Keigwin - Clerk of the Board  
100 W California Ave.  
Ridgecrest, CA 93555

**Reference:**

Invoice Date: 6/30/2023  
Project No: P601230025  
Invoice No: INV-0004207654

Project Name: IWV-Imported Water Pipeline

For professional services rendered through June 30, 2023 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
<b>Labor</b>				
Administrative II	Nataly G. Jimenez	90.00	4.10	\$369.00
Analyst II	Corey Nelson	135.00	36.50	\$4,927.50
Industry Specialist 2	Joi Speck	135.00	9.00	\$1,215.00
Industry Specialist III	Angela Gabel	135.00	10.50	\$1,417.50
Industry Specialist IV	Mia J. Garcia	150.00	0.50	\$75.00
Project Consultant 3	April C. Harvey	250.00	8.50	\$2,125.00
	Donald M. Anderson	150.00	14.20	\$2,130.00
Real Estate Specialist 3	Norma E. Hernandez	120.00	6.00	\$720.00
R/W Specialist III	Alia N. Mills	135.00	-10.00	(\$1,350.00)
<b>Total Labor</b>			<b>79.30</b>	<b>\$11,629.00</b>
<b>Invoice Total</b>				<b>\$11,629.00</b>

TranSystems Corporation

Donald M. Anderson  
Project Manager

**TERMS: PAYABLE UPON RECEIPT**

1 1/2% INTEREST CHARGE PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES OLDER THAN 45 DAYS IF INDICATED IN THE CONTRACT TERMS

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State of California  
**CALIFORNIA STATE LANDS COMMISSION**  
 Attn: Accounting, 100 Howe Ave, Suite 100 South, Sacramento, CA 95825  
 TAX ID# 68-0291104

## INVOICE

Billed To:  
 Indian Wells Valley Groundwater Authority  
 ATTN: April Keigwin  
 100 W. California Avenue  
 Ridgecrest, CA 93555

Invoice Date: 10/26/2022  
 Invoice Number: 56769  
 Due Date: 1/1/2023  
 Lease Number: 9700  
 Rent Period: Annual  
 Index: 3010  
 PCA: 88001  
 Source: 152200

**Lessee:** Indian Wells Valley Groundwater Authority

General Lease - Public Agency Use, for four groundwater monitoring wells, on State school land in a portion of Section 16, T24S, R38E, MDM, near Highway 395 and Pearsonville in the county or counties of: Inyo

10/25/2022 Comm Mtg-52 Issuance of General Lease – Public Agency Use with annual rent beginning 10/25/2022 in amount of \$140 per year for 20 years with an annual Consumer Price Index, Dept. of Industrial Relations adjustment using the month of February.

Charges	Amount Due	Charge Description
Reconciliation	\$140.00	Annual rent from 10/25/2022 to 10/24/2023

Total Balance Due On : 1/1/2023

**\$140.00**

## Second Past Due Notice

6/30/2023

LATE PAYMENTS SHALL BE SUBJECT TO PENALTY AND INTEREST 2 CCR § 1911

This invoice is sent as a courtesy reminder only. The lessee's obligation is to pay rent according to the schedule and amount set forth within the lease.

For questions regarding the invoice call (916) 574-1943. To make a payment by Mastercard, Visa, Discover or e-check go online to pay.sl.c.ca.gov or call (916) 562-0026.

**Please write your lease number on your payment**

Return this stub and remittance payable to:  
**CA STATE LANDS COMMISSION**  
 Attn: Accounting  
 100 Howe Ave, Suite 100-South  
 Sacramento, CA 95825-8202

Invoice Date: 10/26/2022  
 Invoice Number: 56769  
 Due Date: 1/1/2023  
 Lease Number: 9700  
 Rent Period: Annual  
 Amount Due: \$140.00  
 Index: 3010  
 PCA: 88001  
 Source: 152200

**Lessee:** Indian Wells Valley Groundwater Authority

Change of Address - Please note changes.

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** August 23, 2023  
**FROM:** IWVGA Staff  
**SUBJECT:** Agenda Item 9 – Update on Imported Water Pipeline Project

## **BACKGROUND AND DISCUSSION**

On February 28, 2023, the Indian Wells Valley Groundwater Authority (IWVGA) executed a Contract Services Agreement (CSA) with Provost and Pritchard Consulting Group (P&P) for design services for the Imported Water Pipeline Project. The design services include conducting surveying, geotechnical, and utility research, developing a preliminary design report, and design of pipelines, pump stations, reservoirs, and associated facilities for the Imported Water Interconnection Project.

A Sustainable Groundwater Management Act (SGMA) Implementation Grant through the California Department of Water Resources is providing \$7.6 million for planning and design-level activities, including design services for the Imported Water Pipeline Project, which will bring imported water supplies into the Indian Wells Valley Groundwater Basin through an imported water connection from Antelope Valley – East Kern Water Agency’s (AVEK) California City pipeline to the Indian Wells Valley Water District water system.

To date, P&P has submitted a draft Preliminary System Hydraulics Technical Memorandum; a draft Sub-Regional Power Availability and Coordination with Southern California Edison Technical Memorandum; and, a draft Pipe Optimizations and Refinements Technical Memorandum to refine the findings of the Project’s final Alignment Study. P&P has also submitted a draft Preliminary Design Report to incorporate these refinements found in the Technical Memorandums into the Preliminary Design of the Project. A presentation providing an update on the Project, including information from the draft Preliminary Design Report and the Technical Memorandums is included in your Board packet.

## **ACTION(S) REQUIRED BY THE BOARD**

This item is for informational purposes only. No Board action is required.

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# IWVGA Imported Water Pipeline

Status Report

August 23, 2023



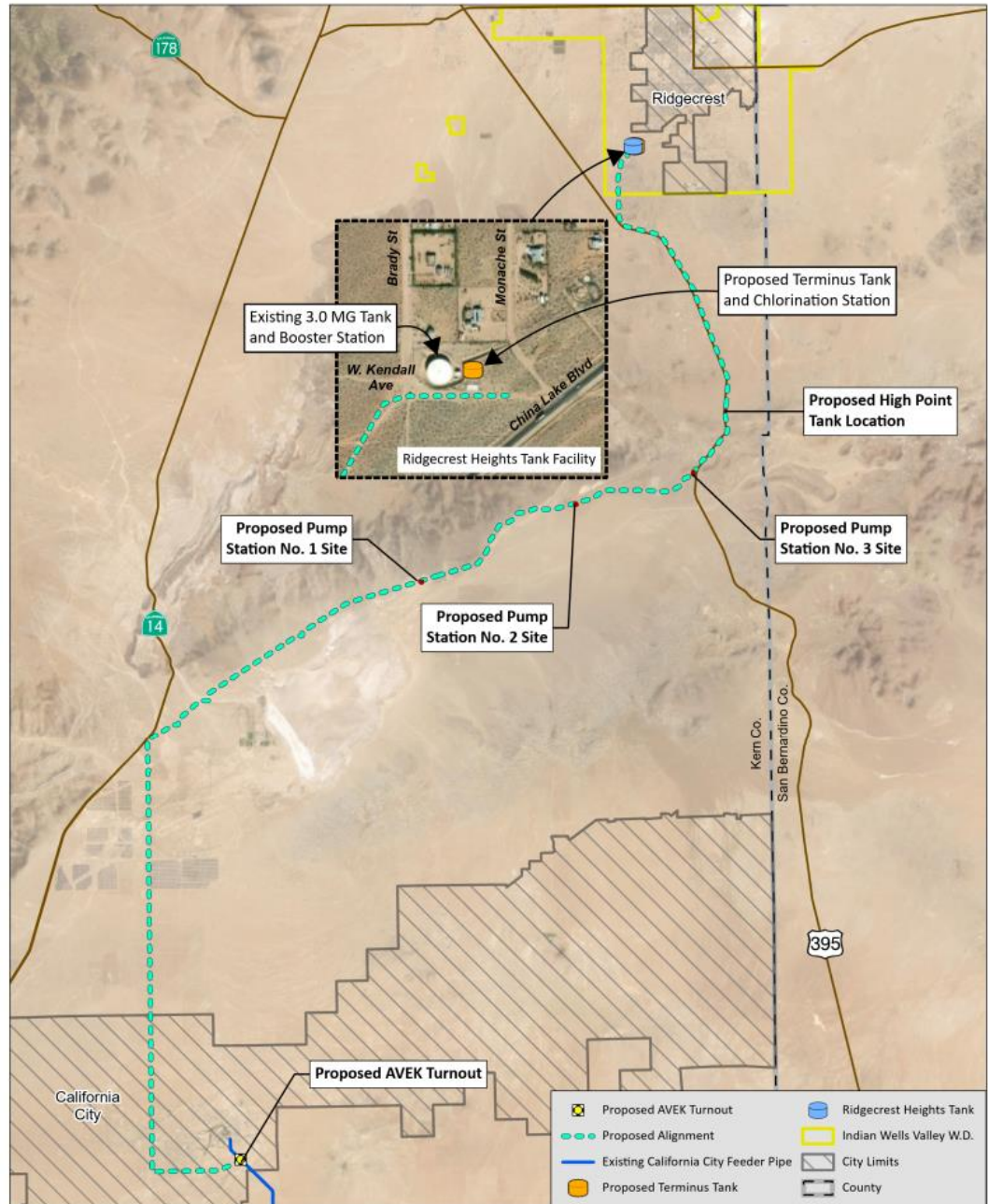
# Project Schedule

- CEQA certification – October 2024
- Final design completed—March 2025
- Advertise for construction—Mid to late 2025
- Construction—2026-2028
- Water deliveries—2029

# Project Description

- 50.8 miles of pipe from California City to Ridgecrest
- 40.6 miles of 24-inch pipe
- 10.2 miles of 18-inch pipe
- 22.8 miles of steel pipe
- 27.5 miles of PVC pipe
- 0.5 miles of HDPE Pipe for trenchless drainage crossings
- Three pump stations
- One regulating tank at peak elevation in El Paso Mountains along Hwy 395 (0.24 MG)
- Terminus Tank at the IWVWD Ridgecrest Heights Tank Facility (1 MG)





**Indian Wells Valley GA**

Figure 1-2 System Configuration

**PROVOST & PRITCHARD**

7/28/2023 \\gppeng.com\geodaa\GIS\Projects\Indian Wells Valley Groundwater Authority\431015\430223002-TWCS Design\400 GIS\Map\PDF\_Maps.aprx

# Current Status

- Draft Preliminary Design Report submitted August 7
- CEQA scoping meetings scheduled this month
  - Ridgecrest Community Center—August 23 at 5:30 pm
  - California City Public Library—August 24 at 5:30 pm
- Agreements with California City and Kern County nearing completion
- Property owners contacted. Most rights of entry obtained; still waiting on a few.
- Geotechnical consultant has completed about 1/3 of the soil borings.
- Bi-weekly coordination meetings with BLM to discuss NEPA and other issues.



# Preliminary Project Cost Estimates

- Cost estimate from GSP--\$177,975,000, includes 20% contingency (January 2020)
- Cost estimate in alignment study—\$165,740,000, includes 30% Contingency (April 2023)
- Updated cost estimate in PDR—\$200,536,000, includes 20% Contingency (August 2023)
- These estimates do not include the following:
  - Land Acquisition
    - Permanent easements, temporary construction easements, and fee property
  - Construction Administration
  - Permitting Fees
  - Credits on existing conservation easements for sensitive species take (mitigation)

# Key Issues

- Right of way
  - Public (City, County, State, BLM)
  - Private
  - Conservation easements
  - Red Rock Canyon State Park
- Power (working with SCE to get power to two pump stations and determining available existing capacity for third pump station)
- Water quality
- Construction issues (availability of water and suitable backfill, laydown areas, etc.)

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** August 23, 2023

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 10 – Approval of Change in Scope of Work and Budget for Contract with Provost and Pritchard Consulting Group for CEQA/NEPA Documents and Permit Documentation Services for the Imported Water Pipeline**

## **BACKGROUND**

On February 28, 2023, the Indian Wells Valley Groundwater Authority (IWVGA) executed a Contract Services Agreement (CSA) with Provost and Pritchard Consulting Group (P&P) for CEQA/NEPA Documents and Permit Documentation services for the Imported Water Pipeline Project. A Sustainable Groundwater Management Act (SGMA) Implementation Grant through the California Department of Water Resources is providing \$7.6 million for planning and design-level activities, including Right-of-Way services, for the Imported Water Pipeline Project, which will bring imported water supplies into the Indian Wells Valley Groundwater Basin through an imported water connection from Antelope Valley – East Kern Water Agency’s California City pipeline to the Indian Wells Valley Water District water system.

The CSA’s original scope of work for a total not-to-exceed fee of \$1,013,722.00 includes Task 1 (Initial Coordination), Task 2 (Geotechnical Investigations Initial Coordination), Task 3 (Technical Studies), Task 4 (Public Outreach), Task 5 (Regulatory Compliance Permitting) and Task 6 (CEQA/NEPA).

## **DISCUSSION**

P&P has requested a change order for additional costs under Task 1 (Initial Coordination), Task 2 (Geotechnical Investigations Initial Coordination), Task 3 (Technical Studies), Task 4 (Public Outreach), and Task 5 (Regulatory Compliance Permitting). P&P has requested a change order for the following: Task 1, additional coordination meetings with Staff due to additional alternatives being added to the CEQA scoping meeting; Task 2, biological monitoring during geotechnical borings required by the U.S. Bureau of Land Management (BLM) which was not anticipated; Task 3, additional technical study requested by BLM for transects along corridor outside of recommended guidelines; Task 4, additional public outreach and scoping meeting efforts needed as a result of five (5) additional alternatives added to the draft Alternatives Analysis; and Task 5, updating maps and descriptions within the CEQA/NEPA documents due to changes in alignment for the purpose of avoiding existing utilities or other impediments.

The change in cost is \$38,400.00 compared to the original fee amount of \$1,013,722.00. Therefore,

an amendment of the not-to-exceed fee in the CSA to \$1,052,122.00 is needed. P&P's Change Order Request has been included in the Board Packet as an attachment to this Staff Report.

**RECOMMENDED ACTION**

Staff recommends the Board approve the change in Scope of Work and a Contract Sum increase of \$38,400.00 for the Contract Services Agreement with Provost and Pritchard Consulting Group, for CEQA/NEPA Documents and Permit Documentation Services for the Imported Water Pipeline.



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# PROVOST & PRITCHARD CONSULTING GROUP

455 W. Fir Avenue • Clovis, CA 93611-0242 • (559) 449-2700  
www.provostandpritchard.com

## SCOPE & BUDGET AMENDMENT NO. 1

<b>To:</b>	Bianca Cabrera, Stetson Engineers Inc.	<b>Email:</b>	<a href="mailto:BiancaC@stetsonengineers.com">BiancaC@stetsonengineers.com</a>
<b>From:</b>	Dena Giacomini, Principal Planner	<b>Date:</b>	August 15, 2023
<b>Subject:</b>	Indian Wells Valley Groundwater Authority Imported Pipeline Project CEQA/NEPA and Permitting Documentation: Contract Amendment No. 1		

An amendment is hereby submitted to Stetson Engineering Inc. for the Indian Wells Valley Groundwater Authority (IWVGA) Imported Pipeline Project California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) and Permitting Documentation Project (Job No. 4101-23-001) to incorporate the following changes to the scope and budget and is discussed in the phases below:

### TSK1 – Initial Coordination

Additional coordination meetings attendance and scheduling for Tasks 1.5 and 1.6, as project coordination has doubled from the original budget assumptions. Additional coordination meetings with IWVGA, Bureau of Land Management (BLM), Design and Right of Way (ROW) consultant has occurred and will continue through October 2024.

Out of scope items under Task 1.7 include landowner fact sheet for the ROW consultant, and the Mojave ground squirrel and desert tortoise research for mitigation banking and alternatives. Provost & Pritchard (P&P) staff provided research, agency discussions, mitigation measure and banking spreadsheet and summary memo for the IWVGA Board.

### TSK 2 – Geotechnical Studies

A new biological monitoring task is required by the Bureau of Land Management, United States Fish and Wildlife Service, and California Department of Fish and Wildlife for full avoidance of special status species to allow the geotechnical boring activities to proceed.

The amended scope and fee include one biologist at 40 hours per week for two months of monitoring and includes all reimbursable expenses. If the geotechnical activities do not require two months, the biological monitoring fees will be billed on a time and materials basis and will not exceed the estimated fee.

Per email correspondence dated June 23rd, 2023, Jeff Helsley (Stetson Engineers Inc.) provided a notice to proceed for the biological monitoring for the geotechnical activities. This work has commenced to keep the project on schedule.

### TSK3 – Technical Studies

The amended scope includes the BLM requested additional technical study transects along corridor outside of recommended guidelines.

## **TSK4 – Public Outreach**

Additional public outreach and scoping meeting efforts are needed under Task 4.1. P&P was asked to add five (5) additional alternatives to the existing four (4) draft Alternatives Analysis identified in the Notice of Preparation (NOP) for public scoping discussion. As a result, additional items will need to be created and updated prior to the scoping meetings and include, existing datasheets, NOP alternatives handout of alternatives, translation of update documents to Spanish, and update maps for scoping meeting discussion.

## **TSK5 – Regulatory Compliance and Permitting**

After an initial coordination meeting with United States Army Corp of Engineers and the Regional Water Quality Control Board, it has been determined that the Clean Water Act (CWA) Section 404 and Section 401 will not be required resulting in elimination of scope and unused budget in TSK5.

- Regulatory Compliance Technical Memorandum (TM) that summarizes federal, state, and local consultation; permitting; and approval requirements for the Project
- CWA Permits (Section 404)
- CWA Permits (Section 401)

Therefore, the available funds are being reallocated from TSK 5 to TSK 2.

Additionally, changes in alignment must be addressed in the maps and project descriptions that are needed for the CEQA/NEPA documents. There have been several updates to the alignment that needed to be captured for permitting purposes and translated to the permitting agencies since starting the project.

## **TSK6 – CEQA/NEPA Documentation**

P&P proposed a joint CEQA/NEPA document for the project. BLM has since requested that the proposed joint document be separated into a BLM Environmental Assessment (EA) (NEPA) and IWVGA Environmental Impact Report (EIR) (CEQA). Therefore, with the additional efforts to draft an EA to comply with NEPA for BLM will be required. P&P has initiated work on the two documents using existing budget as outlined in Task 6.2.

P&P was asked by IWVGA (via Stetson Engineers, Inc.) to include 5 additional project alternatives to the Draft Alternatives Analysis Report to address the requirements under CEQA/NEPA statutes. Additional alternatives include Conjunctive Use with Direct Injection, Conjunctive Use with Spacing (recharge ponds), Connection to the Los Angeles Aqueduct, and two additional connection points to Antelope Valley-East Kern's system including the existing Mojave tank farm and a new tank location. Task 6.3 will require additional budget to complete these additions.

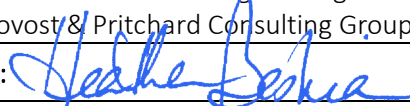
If there is a shift for alternative connection points both upstream or downstream of the current pipeline alignment, additional technical studies will be required, as well as updates to the Initial Study and Draft EA and EIR documents. These fees are not included in this Amendment. Additionally, if agreements are not reached for the connection points between the stakeholder agencies, prior to completion of the environmental documents, CEQA/NEPA documents will be delayed until agreements have been obtained.

The signature below hereby authorizes a change in the time and materials budget for Job No. 4101-23-001, in the phases noted below:

Budget Amendment				
Phase Name	Original Budget	*Reallocation of Budget	Increase in Budget	Revised Total Fee
Phase TSK1: Initial Coordination	\$103,555	-	\$20,500	\$124,055
Phase TSK2: Geotechnical Studies	\$67,380	\$79,100		\$146,480
Phase TSK3: Technical Studies	\$300,740	-	\$4,300	\$305,040
Phase TSK4: Public Outreach	\$76,135	-	\$9,600	\$85,735
Phase TSK5: Regulatory Compliance & Permitting	\$324,242	(\$79,100)	\$4,000	\$249,142
Phase TSK6: CEQA/NEPA Documentation	\$141,670	-	\$76,000	\$217,670
<b>New Total Budget for Affected Phases:</b>	<b>\$1,013,722</b>	<b>\$0</b>	<b>\$114,400</b>	<b>\$1,128,122</b>

*\*Note: Available funds are being reallocated from TSK 5 to TSK 2 and are not included in the increase of the overall project budget.*

In acknowledgement of this amendment in scope and fee, please sign, date and return to Dena Giacomini at Provost & Pritchard Consulting Group by emailing [dgiacomini@ppeng.com](mailto:dgiacomini@ppeng.com).

<b>Client:</b> Stetson Engineers Inc.	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
<b>By:</b>	<b>By:</b> 
<b>Name/Title:</b>	<b>Name/Title:</b> Heather Bashian, PE Director of Operations
<b>Date Signed:</b>	<b>Date Signed:</b> August 15, 2023

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** August 23, 2023

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 11 – Approval of Change in Scope of Work and Budget for Contract with Provost and Pritchard Consulting Group for Design Services for the Imported Water Pipeline**

## **BACKGROUND**

On February 28, 2023, the Indian Wells Valley Groundwater Authority (IWVGA) executed a Contract Services Agreement (CSA) with Provost and Pritchard Consulting Group (P&P) for design services for the Imported Water Pipeline Project. A Sustainable Groundwater Management Act (SGMA) Implementation Grant through the California Department of Water Resources is providing \$7.6 million for planning and design-level activities, including design services, for the Imported Water Pipeline Project, which will bring imported water supplies into the Indian Wells Valley Groundwater Basin through an imported water connection from Antelope Valley – East Kern Water Agency’s (AVEK) California City pipeline to the Indian Wells Valley Water District water system.

The CSA’s original scope of work for a total not-to-exceed fee of \$6,440,000.00 includes Task 1 (Project Management), Task 2 (Preliminary Design), and Task 3 (Final Design). P&P was issued a Notice to Proceed for Task 1 (Project Management), Task 2 (Preliminary Design) and Task 3.1 (30% Submittal) for a total not-to-exceed amount of \$3,372,399.00.

## **DISCUSSION**

P&P has requested a change order to reflect additional costs for Task 2 (Preliminary Design) and Task 3 (Final Design). Under Task 2, P&P requested a change order to include scope and budget for additional work, requested by AVEK, to develop descriptions and maps for alternative connections points to AVEK’s system being evaluated by AVEK. The descriptions and maps will be used for the CEQA process. In addition, the U.S. Bureau of Land Management (BLM) is requiring surveying to stake the locations of proposed geotechnical field work, which was not anticipated. Under Task 3, additional water quality sampling and testing is required for treated surface water delivered by AVEK through AVEK’s California City Feeder. Information obtained during preparation of the earlier Imported Water Project Pipeline Alternative Alignment Analysis indicated only treated groundwater was delivered through the California City Feeder. Additional investigation during preliminary design has found that surface water from the California State Water Project is also treated and delivered through the California City Feeder during very wet years.

The change in cost is \$120,051.00 compared to the original fee amount of \$6,440,000.00.

Therefore, an amendment of the not-to-exceed fee in the CSA to \$6,560,051 is needed. P&P's Change Order Request has been included in the Board Packet as an attachment to this Staff Report.

**RECOMMENDED ACTION**

Staff recommends the Board approve the change in Scope of Work and a Contract Sum increase of \$120,051.00 for the Contract Services Agreement with Provost and Pritchard Consulting Group for Design Services for the Imported Water Pipeline.

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## Scope & Budget Amendment

<b>To:</b> Jeff Helsley Stetson Engineers	<b>Email:</b> <a href="mailto:jeffh@stetsonengineers.com">jeffh@stetsonengineers.com</a>
<b>From:</b> Jeff Davis, Principal Engineer	<b>Date:</b> August 11, 2023
<b>Subject:</b> Indian Wells Valley Groundwater Authority Imported Pipeline Project Design Services Provost & Pritchard Consulting Group: Contract Amendment No. 1	

An amendment is hereby submitted to incorporate the following changes to scope and budget in the Tasks discussed below:

- Task 221P (Environmental & ROW Consultant Coordination)
  - Item 1-ArcGIS access for all project team members, including Stetson—P&P made assumptions as to how many team members would require license fees for ArcGIS so that they could access project data both on desktop computers and in the field using smart phones or other devices. Several additional licenses were required for the right of way consultant, Stetson staff, etc. Indirect cost: \$660. Total cost, including markup: **\$759**. This cost has already been incurred.
  - Item 2-Additional work to prepare maps of alternative connection points for connection to the AVEK system and the terminus of the pipeline as directed by IWGVA staff and based on current and past discussions with IWVGA and AVEK. This work has been completed. If there is a shift for alternative connection points both upstream or downstream of the current pipeline alignment, additional technical studies will be required, as well as updates to the Initial Study and Draft EA and EIR document. These fees are not included in this amendment. Additionally, if agreements are not reached for the connection points between the stakeholder agencies, prior to completion of the environmental documents, CEQA/NEPA documents will be delayed until agreements have been obtained. Work effort: 14 hours by various employees for a total cost of **\$2,352**. This work has been completed.
- Task 231P(Surveying) and Task 252G(SEI Geotechnical Work)-This is for additional work to survey the locations of the borings and test pits located on BLM land and at drainage crossings for BLM encroachment permit. Direct cost: **\$2,500**.
- Task 252G (SEI Geotechnical Work)
  - Item 1-Additional work required by the US Bureau of Land Management—The BLM required our geotechnical subconsultant to stake the corners of the work area at all boring locations on BLM land, after we had identified the locations on GIS files. This work was completed by our subconsultant at a cost of \$12,981. Including our markup, total cost of this work is **\$14,928**.

- Item 2-Upon performing a utility search, P&P found that, in several locations along Neuralia Road, electrical utilities from newly constructed solar farms encroach on the road right of way, necessitating moving our borings to the roadway itself. This involved additional costs related to boring in paved areas (including restoration) and developing and implementing traffic plans. This work was completed by our subconsultant at a cost of \$11,380. Including our markup, total cost of this work is **\$13,087**.
- Item 3-This work also includes our geotechnical consultant's effort to re-stake the bore locations and test pits adjacent to drainage crossings so that they are outside of areas defined by P&P's recent aquatic delineation survey and to adjust the bore and test pit locations base on alignment revisions and pump station location revisions. Indirect cost: \$3,147. Including our markup, estimated total cost for this work is **\$3,619**. This work has not yet been performed.
- Item 4-SEI will have to relocate six borings along Redrock Randsburg Road to the edge of pavement to avoid drainage paths parallel to the road and located in the unpaved shoulder. These paths have been delineated by the recent aquatic field survey and avoidance is recommended. Boring operations at edge of pavement will require traffic control for an estimated two days. This work by our subconsultant is estimated to cost \$5,680. Including our markup, total cost for this work is estimated to be **\$6,532**. This work has not yet been performed.
- Item 5-During the preliminary design, it was determined that a storage tank would be required at Pump Station No. 2 and 3 to serve as a forebay for the pump stations. This will require an additional 50' deep boring at each of these sites. This work by our subconsultant is estimated to cost \$2,960. Including our markup, total cost for this work is estimated to be **\$3,404**. This work has not yet been performed.
- Task 271P (BLM Special Use Permit)--Additional work required by the US Bureau of Land Management—BLM staff required that the P&P team define soil boring work areas and paths leading to work areas in ArcGIS in addition to staking performed by our Geotechnical sub-consultant. Work effort: 92 hours by various employees for a total cost of **\$14,976**. This work has been completed.
- Task 422L (Water Quality Laboratory Testing)—Once it was determined that AVEK could deliver surface water, it became important from a water quality standpoint to obtain and analyze surface water samples from AVEK in addition to groundwater samples. Work effort: **\$57,894**. This work has not yet started; it is expected to occur over a 12-month period starting in late summer or early fall of 2023.

**IWVGA Imported Pipeline Project, Design Services, Job No. 4101-23-002**

The following tasks for the subject project contract are hereby modified as follows:

**Phase**

- Task 221P-Environmental and ROW Consultant Coordination—Add \$2,352 direct costs and \$759 in indirect costs.
- Task 231P-Surveying-add \$2,500 in total costs.
- Task 252G, Soils Engineering field work and geotechnical report—Add \$41,570 in labor costs for SEI and for P&P markup.
- Task 271P-Special Use Permit-Add \$14,976 in direct P&P labor costs.
- Task 422L- Water Quality Bench Testing—Add \$57,894 in labor and indirect costs.

The signature below hereby authorizes a change in the time and materials budget for Job No. 4101-23-002, in the phases noted on the next page:

<b>Budget Amendment</b>				
<b>Task Number</b>	<b>Original Fee</b>	<b>Reduction in Budget</b>	<b>Increase in Budget</b>	<b>Revised Total Fee</b>
Task 221P-Environmental & ROW Consultant Coordination	\$45,144	--	\$3,111	\$48,255
Task 231P-Surveying	\$104,352		\$2,500	\$106,852
Task 252G: SEI Geotechnical Work	\$718,512	--	\$41,570	\$752,035
Task 271P-BLM Special Use Permit	\$44,912	--	\$14,976	\$59,888
Task 422L, Water Quality Bench Testing	\$164,653	--	\$57,894	\$222,547
			<b>\$120,051</b>	

The overall project budget of \$6,440,000 is increased to \$6,560,051 as a result of the task changes noted above. No other tasks are impacted by this amendment.

In acknowledgement of this reduction in scope and fee, please sign, date and return to Jeff Davis at Provost & Pritchard Consulting Group by emailing jdavis@ppeng.com

**Client:** Indian Wells Valley Groundwater Authority

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**By:**

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**Name/Title:**

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**Date Signed:**

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Provost & Pritchard Engineering Group, Inc.  
 dba Provost & Pritchard Consulting Group

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**By:**

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**Name/Title:** Jeffrey Eklund, PE  
 Director of Operations

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**Date Signed:** August 11<sup>th</sup>, 2023

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** August 23, 2023

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 12 – Approval of Change in Scope of Work and Budget for Contract with Overland, Pacific and Cutler, LLC for Right-of-Way and Parcel Acquisition Services for the Imported Water Pipeline**

## **BACKGROUND**

On March 1, 2023, the Indian Wells Valley Groundwater Authority (IWVGA) executed a Contract Services Agreement (CSA) with Overland, Pacific and Cutler, LLC (OPC), now known as TranSystems, authorizing OPC to provide consulting services for Right-of-Way (ROW) and parcel acquisition service for the Imported Water Pipeline Project. A Sustainable Groundwater Management Act (SGMA) Implementation Grant through the California Department of Water Resources is providing \$7.6 million for planning and design-level activities, including Right-of-Way services, for the Imported Water Pipeline Project, which will bring imported water supplies into the Indian Wells Valley Groundwater Basin through an imported water connection from Antelope Valley – East Kern Water Agency’s California City pipeline to the Indian Wells Valley Water District water system.

The CSA’s original scope of work for a total not-to-exceed fee of \$413,590.00 includes Task 1 (Project Management), Task 2 (Identify Needed ROW), Task 3 (Prepare Right of Way Acquisition Plan) and Task 4 (Acquisition Services). OPC was issued a Notice to Proceed on March 23, 2023 for Task 1 (Project Management), Task 2 (Identify Needed ROW), and Task 4 (Acquisition Services) for a not-to-exceed amount of \$395,050.00.

## **DISCUSSION**

Though typical ROW contracts are not awarded until after preliminary design work is completed, due to the availability of the SGMA Grant, contracts for design, environmental documentation, and ROW were all awarded together. The scope and budget included in the CSA with OPC was provided prior to completion of the Alignment Study, so the extent of Right-of-Way services needed had not been fully identified. Preliminary design work conducted by Provost & Pritchard has determined that additional temporary construction easements and permanent pipeline easements will be needed. The change in scope of work will include 108 properties compared to the 54 properties included in the original scope of work. OPC submitted a Change Order Request for the scope of work and budget included in the CSA to address the additional Project right-of-way requirements that have been identified.

OPC has adjusted their budget for additional costs under Task 1 (Project Management), Task 2

(Identify Needed ROW), and Task 4 (Acquisition Services). This includes costs for additional coordination meetings with Staff, costs for legal descriptions and plats, title research, parcel waiver valuations, parcel acquisition, title/escrow services, and Right of Entry agreements.

The change in cost is \$290,005.00 compared to the original fee amount of \$413,590. Therefore, an amendment of the not-to-exceed fee in the CSA to \$703,595.00 is needed. OPC's Change Order Request has been included in the Board Packet as an attachment to this Staff Report.

**RECOMMENDED ACTION**

Staff recommends the Board approve the change in Scope of Work and a Contract Sum increase of \$290,005.00 for the Contract Services Agreement with Overland, Pacific and Cutler, LLC for Right-of-Way and Parcel Acquisition Services for the Imported Water Pipeline.

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# IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

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**TO:** IWVGA Board Members **DATE:** August 23, 2023

**FROM:** IWVGA Staff

**SUBJECT:** Agenda Item 13 – Funding Status – Recycled Water Project

## **BACKGROUND AND DISCUSSION**

Task #3 of Capitol Core Group’s 2023 Workplan were specific to obtaining \$5.3 million in planning funds for the water recycling plant. Four (4) subtasks were identified in the Scope of Work:

### **1. Secure Federal Funding through U.S. Bureau of Reclamation (USBR) Title XVI**

As previously reported and approved by the Board, a Feasibility Study is required to seek funding through the Title XVI process. That feasibility study was completed and submitted to USBR for review in 2023. The Authority has received minimal comments and provided responses for final consideration. Capitol Core has provided policymaker support for the expedited review of the Title XVI Feasibility Study. All current subtasks are completed pending approval of the Feasibility Study which will drive planning funds activities.

### ***Water Infrastructure Improvements for the Nation Act (WIIN) – Water Reclamation and Reuse Title XVI***

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Requires Congressional Authorization (Congressional Act)	No –  The program establishes a Project’s eligibility through approval of a Feasibility Study. Similar to the §7001 process, the approval of the Feasibility Study is reported to the Congress and included in the President’s Budget Request which provides for direct authorization under the Reclamation and Reuse Program.
Cost Share Requirement	Yes – 25%/75%  Use of Title XVI is going to require a combination of federal and State funding. This may include the use of State infrastructure loans, SWRCB authorized programs, or DWR-SGMA implementation.
Administrative	U.S. Bureau of Reclamation

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Agency	
Feasibility Study in Progress	Yes –  Pending Final Approval by USBR
Federal and Non-Federal Share of Costs	\$25.250 million federal award maximum \$75.750 million non-federal share
Appropriations Act Requirements	<i>Energy and Water Development Act</i>
Fiscal Year of Appropriations	FY 2025 for planning activities (calendar year 2024 – must be approved before January 2024)

Other Potential Federal Funds

**US Environmental Protection Agency  
Loan Programs**

	Water Infrastructure Finance and Innovation Act (WIFIA)	Clean Water State Revolving Fund (SRF)
Requires Congressional Authorization (Act of Congress)	No – Programmatic  This is a ministerial program managed by USEPA on behalf of Dept. of Interior to provide loans to local agencies for water infrastructure projects.	No – Programmatic  This is a ministerial program which provide a formula-based funding to the State (Water Resources Control Board) who manages each application process.
Applications Timeframe	Immediate –  Requires a minimum of 18 months to process through the private lending contractors used by USEPA.	Immediate –  Application timeframes can be up to three years based upon the stage of the project and general qualification.
Administrative Agency	Private Finance Institution on behalf of USEPA	California State Water Resources Control Board
Funding Provision	Within 3-5 months of approval	Oversubscription to the program can delay funding for up to 24 months.
Cost Sharing	80%/20% required to qualify.	100% of Construction Costs

		(planning costs are not allowed)
Interest Rate	Equal to or .1% greater than the U.S. Treasury Rate of a similar maturity as of date of closing.	At or below market rate with Agency discretion to determine “interest free” for disadvantaged communities.
Loan Term	35-years	30-years
Repayment Requirements	Project must have a dedicated source of revenues for repayment and IWVGA must be determined to be “creditworthy” by the outside financial institution.	Projects must have a dedicated source of revenues for repayment. Creditworthiness is determined by SWRCB. Project must be deemed “feasible.”
Average Applications Fees	\$250,000 to \$300,000	Minimal
Prequalified	No	Yes – But will require another discussion with both USEPA and SWRCB.  Capitol Core “prequalified” the interconnection project under the SRF in 2020 (Trump Administration)
Funding Forgiveness Allowances	No	Yes, but discretionary

### WIFIA Loan Estimation

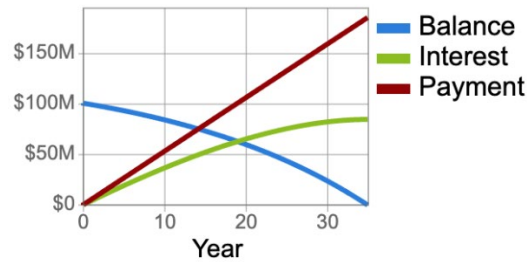
Assumptions:

- 35-year term
- Current 35-year AAA Treasury Bond Rate = 3.922%

Quarterly Principle	\$716,832.84
Quarterly Interest	\$610,635.39
<b>Total Qtrly. Pymt.</b>	<b>\$1,327,468.23</b>
<b>Total Annual Pymt.</b>	<b>\$5,309,873.92</b>
Average Annual O&M	\$2,863,203.08 (2-stage)

Costs	\$3,241,477.79 (3-stage)
Total Average Annual Cost	\$8,173,077.00 (2-stage) \$8,551,351.71 (3-stage)
Total Payments Made *	\$188,845,551.59
Total Interest Paid	\$84,845,551.49

\* Includes application costs within total payment.

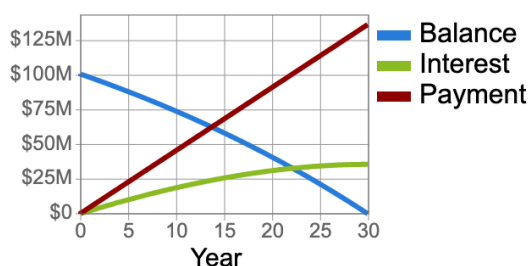


### State Revolving Fund Loan Estimation

#### Assumptions:

- 30-year term
- Current interest rate of 2.125% APR

Quarterly Principle	\$842,846.58
Quarterly Interest	\$296,111.88
Total Qtrly. Pymt.	\$1,138,981.86
Total Annual Pymt.	\$4,555,927.44
Average Annual O&M Costs	\$2,863,203.08 (2-stage) \$3,241,477.79 (3-stage)
Total Average Annual Cost	\$7,419,130.52 (2-stage) \$7,797,405.23 (3-stage)
Total Payments Made	\$136,677,824.83
Total Interest Paid	\$35,677,824.83



## 2. Secure State Funding

The Authority applied for planning funds through the Department of Water Resources (DWR) “Urban Community Drought Relief Grant Program” in first quarter 2023. DWR denied this portion of the Authority’s grant application. In following up with DWR staff (separate section from the SGMA division), the denial was based upon three (3) major factors 1) application amounts oversubscribed the total program forcing award amount reductions; 2) the highly-competitive nature applications; and 3) concerns over cost-benefit created feasibility concerns for the project. Specifically, DWR was concerned that the overall cost per-acre foot of water produced was prohibitive. This expressed concern is similar to the opinions provided by Assembly Member Fong on the project. While cost-projections have not been provided to policymakers, but are listed below, the concern comes from the costs requirement to direct inject water into the basin.

### Discussion of Recycled Water Costs:

The capital costs for deep injection of water into the basin include costs for tertiary and full advanced treatment facilities, water conveyance facilities, and injection wells. The analysis of the treatment processes included two alternatives of 2-stage or 3-stage reverse osmosis (RO) treatment which differ in the amount of brine produced and affects the size of evaporation ponds required for the disposal of the brine. The water conveyance facilities include one booster pump station, approximately 58,957 feet of transmission pipeline, and 3 injection wells. The estimated total capital cost for deep injection with 2-stage RO is \$137,440,000 and the estimated total capital cost for deep injection with 3-stage RO is \$140,240,00.

The operations and maintenance (O&M) costs for this project include chemical, electrical, and waste disposal costs associated with daily operation and yearly maintenance for each treatment process as well as the electrical costs and yearly maintenance of all conveyance facilities. Average Annual O&M costs for each of the treatment processes and conveyance facilities for 2-stage and 3-stage RO are \$2,863,203.08 and \$3,241,477.79, respectively.

It's estimated the project will initially inject approximately 1,663 acre-feet per year (AFY) for 2-stage RO and 1,848 AFY for 3-stage RO in calendar year (CY) 2035 which will increase over 30 years to 2,372 AFY for 2-stage RO and 2,635 AFY for 3-stage RO in CY 2065 as the community’s population grows. Notably, this increase in Basin return directly corresponds with a conservative

projection of the community's population increase over that time period and the necessary increase in water consumption for that population. It would be a drastic error to assume that the Basin's current needs can be offset by more than 1,848 AFY. Likewise, it would be a drastic error to assume that the Basin has other water supplies to serve the needs of the community's projected growth without supplemental water being brought into the Basin.

The total average unit cost of the recycled water from the plant available for deep injection with 2-stage and 3-stage RO is \$3,646.98 and \$3,493.36 per AF of water produced, respectively. In comparison, the Authority's imported water project costs per AF are significantly lower (by roughly 1/3).

### **3. Governor's Water Strategy**

Directly related to Subtask 2, State funding sources for planning-related activities were hampered due to the State fiscal condition for the FY2023-2024 timeframe. That financial position is expected to continue for a period of four (4) years per the Legislative Analysts' Office (LAO) State Budget projections. Funding programs for SGMA implementation are contained in the Governor's Water Strategy plan (released in 2022). The Authority should take a greater role in supporting authorization of the Governor's Water Strategy during 2024.

At this time, the State has insufficient resources to provide funding for specific water recycling projects.

### **4. DCIP/Cal-DCIP**

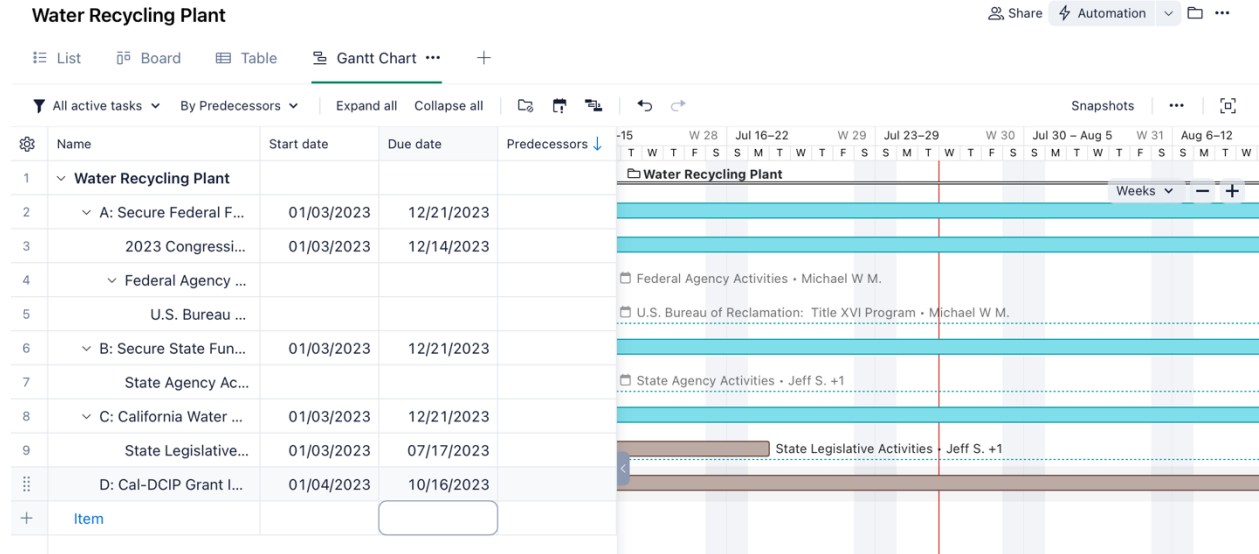
#### Federal DCIP

The *National Defense Authorization Act of 2024* changes the federal DCIP to programmatic, providing continuing authorization for the program and requiring line-item budgeting for the program. The *Fiscal Year 2024 Defense Appropriations Act* provides between \$100 million (House-version) and \$140 million (Senate-version) to the program ensuring funding for the upcoming year. There are competing interests within the basin for DCIP grants. Currently, no installation has received more than a single grant in a Fiscal Year or two grants in consecutive years. Coordination among the Basin agencies is needed to determine the best possible application for a fiscal-year and plan subsequent applications in future years.

#### Cal-DCIP

The California DCIP program is pending authorization in the statute through Assembly Bill 444 (Addis). The bill is pending in its final fiscal committee, requires Senate floor approval, concurrence in the Assembly and signature into law by Governor Newsom.

# Capitol Core Group Project Status



## RECOMMENDED ACTION

This item is for informational purposes only. No Board action is required.

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** August 23, 2023

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 14 – Direction and Approval of Funding Program for Imported Water Pipeline**

## **BACKGROUND**

Task #2 of Capitol Core Group’s 2023 Workplan requires specific focus on the Authority’s Interconnection Pipeline Project and involves four (4) subtasks concerning planning and construction funding as well as policymaker education on the overall project.

The Authority’s Interconnection Pipeline Project (Project) includes a conveyance facility consisting of a 50.3 mile-long and 24-inch diameter pipeline, 3 pump stations, storage tanks, and appurtenant facilities to convey treated water from an Antelope Valley-East Kern Water Agency (AVEK) pipeline in California City to a new Terminus Tank at the Indian Wells Valley Water District’s (IWVWD) Ridgecrest Heights Tank Facilities. The project was originally identified in the Groundwater Sustainability Plan (GSP) published by the Indian Wells Valley Groundwater Authority (Authority) in 2020 and approved by the Department of Water Resources in 2022.

Potential alternatives for the use of the water imported from AVEK include Direct Injection of the imported water into the Indian Wells Valley Groundwater Basin (Basin) and Surface Spreading for recharge into the Basin. Direct injection is economically infeasible due to the additional \$45 million capital cost for additional pipeline, additional pumpstation, and injection wells. The Authority’s Technical Advisory Committee (TAC) concluded that surface spreading is not currently viable in the Basin due to significant uncertainty as to where and how the water recharged through spreading will percolate into the aquifers that are used for pumping. Therefore, Direct Use with IWVWD is the technically and economically feasible alternative for the use of the Imported Water.

Capitol Core, based upon federal and State funding requirements, has divided the Project into two (2) categories:

1. **Planning Funds** – defined as initial engineering, studies, design, environmental permitting and certain right-of-way (ROW) costs associated with State/Federal agency permitting. Estimates provided by Stetson indicated planning costs for the project range between \$8 million and \$11 million with activities commencing in 2022 and continuing through the 2<sup>nd</sup> Quarter of 2026.

\$7.6 million in planning funds have been secured through the Department of Water Resources’ SGMA-IP grant. An additional, \$1 million-to-\$2 million is currently in negotiation through the U.S. Army Corps of

Engineers (USACE) Planning Assistance to States program. Another \$230,000 was appropriated in the *Energy & Water Development Act for Fiscal Year 2023* for USACE to validate specific studies associated with the interconnection pipeline project. Those validation studies, as authorized in the *Water Resources Development Act of 2022 (WRDA-22)*, were sponsored by Representative McCarthy.

Planning Fund Requirements	
\$8 million estimated amount	\$11 million estimated amount
(\$7.6 million) SGMA-IP Round 1 Funding (\$1 million) USACE PAS Program Funding	(\$7.6 million) SGMA-IP Round 1 Funding (\$2 million) USACE PAS Program Funding
Total Remaining – Complete	Total Remaining -- \$1.4 Million

The currently identified planning costs including the Alignment Study, the current contracts for design, environmental compliance and right of way services, and permitting and review fees total approximately \$9 million to \$9.6 million. The funds currently available, including the SGMA-IP Grant Round 1 for \$7.6 million and USACE Planning Assistance to States program funds of approximately \$800,000 for planning tasks Staff has identified the USACE may complete, total approximately \$8.4 million. Therefore, an additional \$600,000 to \$1 million in planning funds is needed.

2. **Construction Funds** – defined as engineering and design completed up to 30% of project total, NEPA/CEQA permitting activities completed and includes ROW costs for both permitting and purchase (overlap between sections). Construction is scheduled to begin in 3<sup>rd</sup> Quarter 2026. Funds required for Construction, Construction Administration, and Parcel Acquisition are estimated to be approximately \$212 million.

The Average Annual O&M and Service Costs for the Project are estimated to be approximately \$9 million, which includes operations, maintenance, power, water transportation, and treatment costs. Based on the average annual delivery of water over the 50-year life of the pipeline, the total average cost per acre-foot is \$2,594.66 per acre-foot.

### State Funding

State funding sources for construction-related activities were hampered due to the State fiscal condition for the FY2023-2024 timeframe. That financial position is expected to continue for a period of four (4) years per the Legislative Analysts’ Office (LAO) State Budget projections. Funding programs for SGMA implementation are contained in the Governor’s Water Strategy plan (released in 2022). The Authority should take a greater role in supporting authorization of the Governor’s Water Strategy during 2024.

At this time, the State has insufficient resources to provide construction funding for SGMA implementation.

### Federal Funding

Due to the project’s costs, Congressional Authorization would be required in all but two (loan) programs. These require specific enactment within the U.S. Code to establish, continue, or modify federal programs,

and they are a prerequisite under House and Senate rules (and sometimes under statute) for the Congress to appropriate budget authority for programs. Appropriation of the actual funding is obtained through a separate annual Congressional process.

Because Stetson estimates construction activities will begin in the 3<sup>rd</sup> Quarter of 2026, Congressional Authorization of the project may be required as early as 2024. Subsequent appropriations activities would begin in calendar year 2025 (for the Fiscal Year 2026) budget, to allow for sufficient funding in the year required.

There are five (5) potential options for federal funding of construction activities associated with the interconnection pipeline project. These programs are administered through four (4) separate agencies. In March 2023, the Board approved a Legislative Request to Authorize the project under the *Water Resources Development Act 2024* (WRDA-24) as an Environmental Infrastructure Project (“Section 219” Project). That request is pending with Speaker McCarthy’s, Senator Feinstein’s and Senator Padilla’s Offices with an expected deadline of September-October 2023.

Additional discussions with USACE leadership are needed to determine whether or not current activities will meet the stage requirements under the Water Resources Project. At a minimum, some duplication of efforts in the required “Reconnaissance” and “Feasibility” stages will occur and project delays between 18 and 36 months should be expected for the construction start date of the project under a Water Resource Project. A Water Resource Project should maintain the Authorization timeline to meet *WRDA-24* requirements.

The five (5) programs include:

***Water Resources Development Act***

The project qualifies for two programs under the Act.

	Water Resources Project	Environmental Infrastructure Project
Requires Congressional Authorization (Act of Congress)	Yes –  But is a multi-step process requiring line-item budgeting by USACE through the President’s Budget Request. Projects are outlined and provided eligibility through the §7001 process.	Yes
Administrative Agency	U.S. Army Corps of Engineers	U.S. Army Corps of Engineers
Requires a §7001 Process	Yes –  Requires that the Secretary of the Army annually submit to the Congress a report that identifies, for potential congressional authorization, completed feasibility reports, proposed feasibility studies, and proposed	TBD –  There is some disagreement between the Speakers’ office, USACE and IWVGA representatives as to the requirement of USACE to “list” the project pursuant to §7001 requirements.

modifications to authorized projects or studies that meet all the following criteria:

- Are related to the missions and authorities of the Corps of Engineers (USACE). USACE primary missions are navigation, flood risk management, and aquatic ecosystem restoration. Recreation, hydropower and/or water supply will be considered “related” when it is performed in conjunction with one or more of the primary mission(s).
- Require specific congressional authorization.
- Have not been congressionally authorized.
- Have not been included in the main table of a previous annual report.
- If authorized could be carried out by the Corps of Engineers.

Cost Sharing Requirement	Yes – differs for each stage. <ul style="list-style-type: none"> <li>• Recon. Phase – \$100,000.00</li> <li>• Feasibility Study – Equal Cost Split</li> <li>• Preconstruction – 75%/25%</li> <li>• Construction – 100%</li> </ul>	Yes – <ul style="list-style-type: none"> <li>• 75%/25% for most project</li> <li>• 65%/35% for some projects</li> </ul>
Total Project Share Costs for IWVGA	~\$15 million	~\$53 million
Average USACE timeline	~11 years	~5 years
Ownership, Operations & Maintenance Requirements	Returned to IWVGA	Returned to IWVGA
General Description	These are the main project authorizations under the USACE jurisdiction. Projects specifically authorized by Congress allow the Corps of Engineers to provide support for a variety of water resources related issues. These projects differ in two ways from other program authorities. First, to initiate a study, the Corps of Engineers requires specific Congressional authorization to address issues within a specified area. Second, the study scope can include one or more different Corps of Engineers mission areas and the total study cost is not limited. Under this program projects <u>must go through a specific process as required by WRDA</u> . It is unclear whether or not our current activities and	Commonly referred to as “Section 219 Projects,” Environmental Infrastructure Projects (EIs) authorize USACE to perform design and/or construction work and may use appropriated funds to reimburse nonfederal sponsors for work the sponsors perform. Unlike traditional water resource projects, EI assistance is not subject to the USACE planning process (e.g., no USACE feasibility study is needed). USACE evaluates an activity’s eligibility for assistance by identifying whether there is an EI assistance authorization for the geographic area of the project (this exists for the entire State of California), and

	potential activities with USACE would satisfy the individual process requirements.	whether the proposed work is an eligible type of assistance provided for in the authorization (the interconnection project qualifies). The specifics of the authorization determine the nature of USACE's involvement and applicable nonfederal cost share.
Fiscal Year of Appropriations	FY2026 (calendar year 2025)	FY2026 (calendar year 2025)
Appropriations Act Requirement	<i>Energy &amp; Water Development Act</i>	<i>Energy &amp; Water Development Act</i>
Request In Progress	Considered by Speaker's Office	Yes, House/Senate/USACE

***National Defense Authorization Act***

Requires Congressional Authorization (Congressional Act)	Yes
Cost Sharing Requirement	No
Administrative Agency	Department of Defense
Ownership, Operations and Maintenance	United States Navy
General Description	The annual authorization of defense projects and budget amounts for the Department of Defense.
Appropriations Act Requirements	<i>Military Construction and Veterans Affairs Appropriations Act</i>
Fiscal Year of Appropriation	FY2026 (calendar year 2025)
Average length of Appropriations wait-time.	~5 years
Average DOD timeline	~11 years
Request In Progress	Yes – DOD, House/Senate

***Water Infrastructure Improvements for the Nation Act (WIIN) – “WaterSMART” Title IX  
Water Storage, Groundwater Storage and Conveyance Projects***

Requires Congressional Authorization (Congressional Act)	<p>Yes –</p> <p>The project does not qualify under the <i>IJA</i> authorization of the Western Waters Provisions at §40902 which provided funding allocations to project which <u>had been authorized by the Congress prior to the enactment of <i>IJA</i>.</u></p> <p>Congressional Authority, specifically for the interconnection pipeline project, would be required and a new appropriation would need to be established. This will likely trigger “earmark” rules in both the House/Senate.</p>
Cost Sharing Requirement	Yes – 25%-75%
Administrative Agency	Department of the Interior, U.S. Bureau of Reclamation
Ownership, Operations and Maintenance	IWVGA
General Description	<p>The objective of this program is to leverage local agency money and resources by cost sharing with Reclamation on Drought Resiliency Projects that will increase the reliability of water supplies; improve water management; and provide benefits for fish, wildlife, and the environment to mitigate impacts caused by drought.</p> <p>Originally limited to water storage projects, the <i>IJA</i> expanded “Title IX” to include water storage and water conveyance projects. The interconnection pipeline project would qualify under the “conveyance” section, provided drought mitigation factors could be met.</p>
Appropriations Act Requirements	<i>Energy and Water Development Act</i>
Fiscal Year of Appropriation	FY2026 (calendar year 2025)
Average Project Timeline	<p>Unknown –</p> <p>As this requires a new and specific authorization/appropriation, less confidence is given to the exact timeline for Congressional enactment and Agency response time.</p>
Request In Progress	No

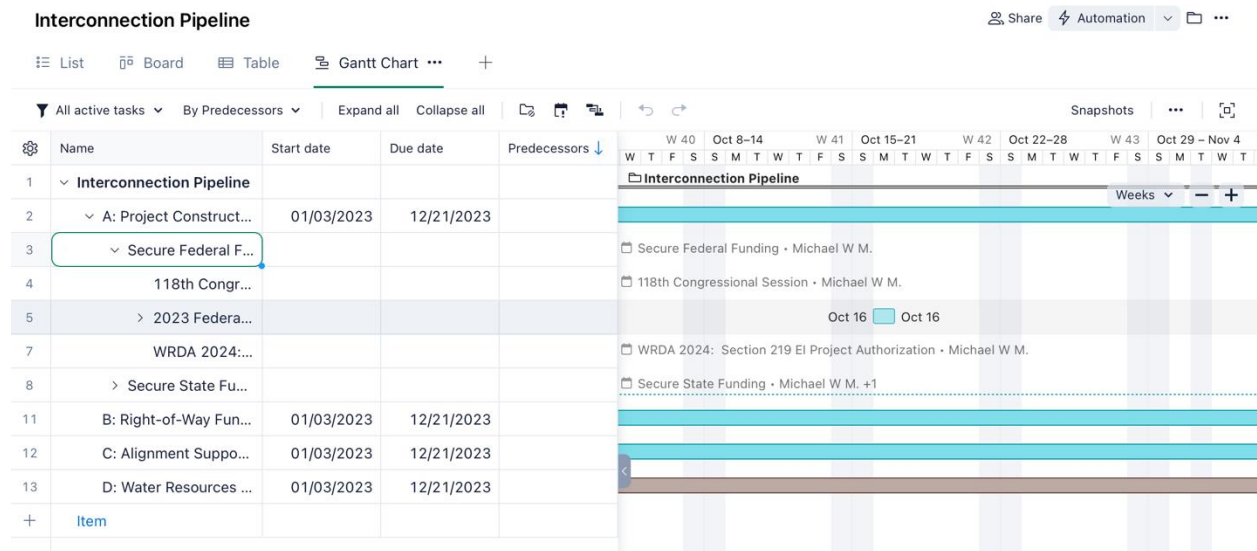
**US Environmental Protection Agency  
Loan Programs**

	Water Infrastructure Finance and Innovation Act (WIFIA)	Clean Water State Revolving Fund (SRF)
Requires Congressional Authorization (Act of Congress)	No – Programmatic  This is a ministerial program managed by USEPA on behalf of Dept. of Interior to provide loans to local agencies for water infrastructure projects.	No – Programmatic  This is a ministerial program which provide a formula-based funding to the State (Water Resources Control Board) who manages each application process.
Applications Timeframe	Immediate –  Requires a minimum of 18 months to process through the private lending contractors used by USEPA.	Immediate –  Application timeframes can be up to three years based upon the stage of the project and general qualification.
Administrative Agency	Private Finance Institution on behalf of USEPA	California State Water Resources Control Board
Funding Provision	Within 3-5 months of approval	Oversubscription to the program can delay funding for up to 24 months.
Cost Sharing	80%/20% required to qualify.	100% of Construction Costs
Interest Rate	Equal to or .1% greater than the U.S. Treasury Rate of a similar maturity as of date of closing.	At or below market rate with Agency discretion to determine “interest free” for disadvantaged communities.
Loan Term	35-years	30-years
Repayment Requirements	Project must have a dedicated source of revenues for repayment and IWVGA must be determined to be “creditworthy” by the outside financial institution.	Projects must have a dedicated source of revenues for repayment. Creditworthiness is determined by SWRCB. Project must be deemed “feasible.”
Average Applications Fees	\$250,000 to \$300,000	Minimal
Prequalified	Yes – But will require another discussion with USEPA.  Capitol Core “prequalified” the interconnection project under WIFIA in 20219 (Trump Administration)	Yes – But will require another discussion with both USEPA and SWRCB.  Capitol Core “prequalified” the interconnection project under the SRF in 2020 (Trump Administration)
Funding Forgiveness Allowances	No	Yes, but discretionary
Earmark Allowances	No –  Applications must be considered under the creditworthiness of the borrow per the Act	Yes –  <i>IIJA</i> funding has been earmarked by Congress



## Capitol Core Project Timelines

- **Subtask A – Construction Funding:** Activities securing State/Federal Funding are estimated to continue through the 2023 Workplan.
  - State Funding subtasks are now completed for 2023 and will resume in December for 2024 activities.
  - General Federal Funding subtasks (non-WRDA) are contained within Subtask A and will continue through the month of October and will resume in November for 2024 activities.
- **Subtask B – ROW Funding/Activities:** Specific tasks concerning ROW funding for the interconnection pipeline have been labelled as completed, however; additional requirements – as directed by Stetson activities – may be required during the remainder of the year.
- **Subtask C – Alignment Support:** Specific tasks concerning alignment support have been labelled as “completed” pending further direction or new subtasks provided by Stetson.
- **Subtask D – WRDA-24:** Are federal funding tasks related to the WRDA Authorization request for the project and will continue into late-October 2023.



## **ACTION(S) REQUIRED BY THE BOARD**

Staff recommends the Board provide direction and approval of a funding program for the Imported Water Pipeline.

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** August 23, 2023

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 15 – Approval of Application and Agreement for Use of Kern County Right-of-Way for Imported Water Pipeline**

## **BACKGROUND AND DISCUSSION**

The IWVGA was awarded \$7.6 million from the Sustainable Groundwater Management Implementation Round 1 grant solicitation (SGMA-IP). The grant funding is being used for the planning of the IWVGA’s Imported Water Interconnection Project (Project) including design, environmental compliance, right-of-way acquisition, and other permitting and coordination with partnering agencies. The Imported Water Pipeline Project will bring imported water supplies into the Indian Wells Valley Groundwater Basin through an imported water connection from Antelope Valley – East Kern Water Agency’s (AVEK) California City pipeline to the Indian Wells Valley Water District (IWWVD) water system.

A portion of the Project is within County of Kern (County) right-of-way. The County requires that the IWVGA apply for a License Agreement for the installation, maintenance, inspection, etc. of the imported water pipeline within County Right-of-Way along Neuralia Road, Redrock-Randsburg Road, Garlock Road and China Lake Boulevard. It should be noted that the application, included in this Board package, is titled as an application for non-potable water lines but Kern County Staff has informed the Project’s design consultants that this is because the project more closely aligns with their policy for non-potable water lines, rather than their policy for potable water lines. Additionally, the application requires a payment of \$1,200.00.

The County has also provided the License Agreement with the application, and the County has waived the annual right of way use fee “in an effort to support the Indian Wells Groundwater Basin’s Groundwater Sustainability Plan.”

The License Agreement requires the IWVGA to obtain all required permits, including an Encroachment Permit from the County’s Board of Supervisors prior to installation of the pipeline. Additionally, within 10 days of the commencement date of the Agreement, IWVGA must obtain and file with the Chief General Services Officer, a \$100,000.00 surety bond.

A Reimbursement Agreement between the IWVGA and the County will be required at a later date to reimburse the County for any costs incurred for the review and approval of permits required prior to the construction of the project. This includes Encroachment Permits for performing soils borings to obtain geotechnical information and conducting the environmental field surveys and

studies needed for environmental evaluation of the project.

The License Agreement Application and License Agreement is included in your Board package. Both documents have been reviewed by IWVGA legal counsel and Kern County Staff.

**ACTION(S) REQUIRED BY THE BOARD**

Staff recommends the Board authorize the General Manager to sign the License Agreement and Application for use of Kern County Right-of-Way for the Imported Water Pipeline.

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**APPLICATION FOR NONEXCLUSIVE LICENSE**  
**Non-Potable Water (Ag, Drainage, Industrial, Non-Hydrocarbon Wastewater)**

*To Be Granted in Conformance with Kern County Ordinance F-3 (Fourth Revision) and either or both the Franchise Act of 1937 and the State of California Government Code Section 26001*

**\*APPLICANT:** INDIAN WELLS VALLEY GROUNDWATER AUTHORITY  
\_\_\_\_\_  
(Owner of pipeline)  
CAROL THOMAS-KEEFER - GENERAL MANAGER  
\_\_\_\_\_

**\*ADDRESS:** \_\_\_\_\_  
100 W. CALIFORNIA AVE, RIDGECREST, CA 93555  
\_\_\_\_\_

**\*Corporations:** *List name of corporation, state of incorporation and names of principal officers, principal place of business, and address of each officer listed.*

**BUSINESS TELEPHONE NO:** 650-587-7300 Ext. 17

**BUSINESS FAX NO:** n/a

**E-MAIL ADDRESS:** cthomaskeef@rgs.ca.gov

**AREA FOR WHICH LICENSE IS DESIRED** (Sections, Townships and Ranges, Tract No., if applicable. Attach drawings showing roads and locations of lines, and additional pages listing locations of existing pipeline if necessary):

See the attached aerial showing approximately 50.6 miles of water pipeline from the turnout in California City to the southern limit of Ridgecrest at the Indian Wells Valley Water District's (IWVD) Ridgecrest Heights Facility. Approximately 30 miles of this pipeline is located in Kern County road right-of-way. Located in portions of T31SR37E, T30SR37E, T30SR38E, T29R38E, T29R39E, T29SR40E, T28SR40E, and T27SR40E

Length and external diameter of pipeline including casing Varies - see attached exhibit

**PERIOD FOR WHICH LICENSE IS DESIRED (If Less than 20 Years)** Greater than 20 years

**NATURE OF APPLICANT'S BUSINESS AND EXACT USE FOR PROPOSED PIPELINE** (If water is a product of oil production and is considered a hydrocarbon, use the Oil & Gas application form.)

The Indian Wells Valley Groundwater Authority proposes to procure water from the San Joaquin Valley and wheel it through the State Water Project and the Antelope Valley East Kern Water Agency system coming into California City. The pipeline will transport potable water to the Indian Wells Valley Water District's (IWVWD) Ridgecrest Heights Facility. This will allow IWVWD to shut off some of their existing groundwater wells and and baseload the service area served by this facility with the imported water. The imported water pipeline is part of the overall goal of Indian Wells Groundwater Basin's Groundwater Sustainability Plan to bring the significantly overdrafted basin back into balance.

**BASIS OF LICENSE FEE PAYMENT:** An annual license fee will be charged amounting to \$.15 per linear foot of pipeline in County right of way, adjusted annually throughout the term per the Consumer Price Index – All Urban Consumers Los Angeles-Riverside-Orange County, base year and month is March 2011.  
**If purpose for which pipeline is used falls within the definitions of PUC Section 6231.5, the annual fee will be in accordance with that section.**

**SURETY BOND:** Within thirty (30) days after the License is awarded, the Licensee shall file with the Board of Supervisors a bond running to the County in a penal sum of One Hundred Thousand Dollars (\$100,000.00), executed by a surety company authorized to do business in the State of California, conditioned that the Licensee shall well and truly observe, fulfill and perform each and every term and condition of the License and in case of any breach of condition of the bond the whole amount shall be taken and deemed to be liquidated damages and shall be recoverable from the Licensee.

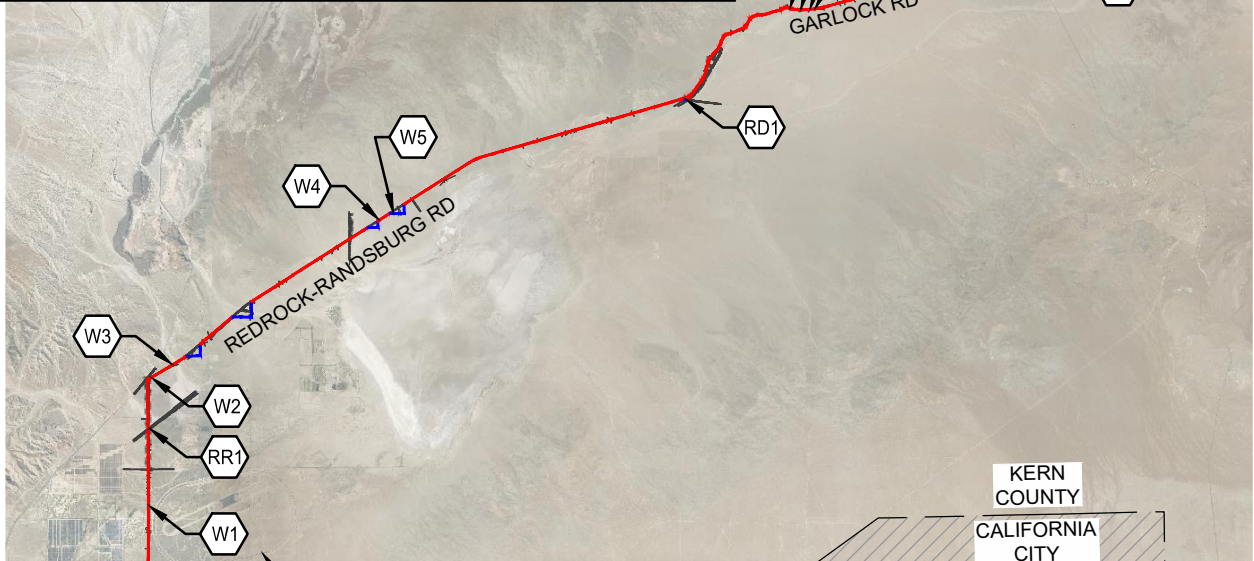
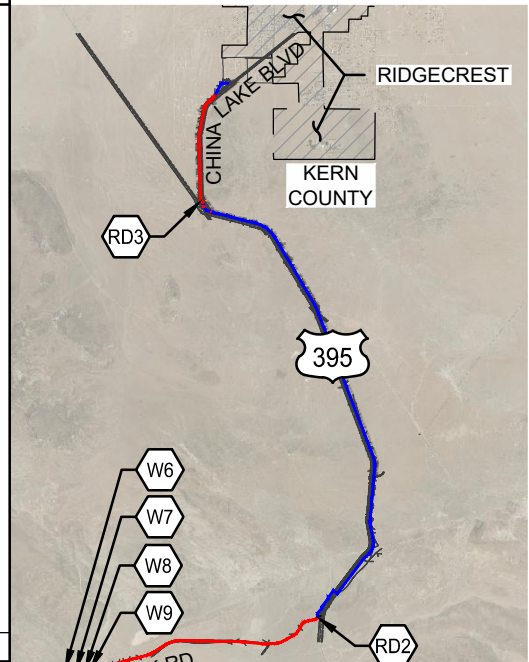
**APPLICANT'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

TRENCHLESS CROSSING SCHEDULE

ID	LOCATION	DIA. (IN)	MATERIAL	LENGTH (LF)	DEPTH (IN)
RR1	UNDER CANTIL RD AND UPRR	36	WELDED STEEL CASING	200	TBD
RD1	RRR @ GARLOCK RD			300	
RD2	350' W OF GARLOCK RD @ US 395			100	
RD3	575' N OF CHINA LAKE BLVD @ US 395			440	
W1	NEURALIA RD WASH 1,300 FT S OF QUARTZ RD			400	
W2	RRR WASH 450' N-E OF NEURALIA RD			230	
W3	RRR WASH 3,000' N-E OF NEURALIA RD			400	
W4	RRR WASH 4,000' S-W OF SALTDAL RD			240	
W5	RRR WASH 3,400' S-W OF SALTDAL RD			400	
W6	GARLOCK WASH 2,800' W OF CHARLIE RD			100	
W7	GARLOCK WASH 1,700' W OF CHARLIE RD			100	
W8	GARLOCK WASH 750' W OF CHARLIE RD			200	
W9	GARLOCK WASH 200' W OF CHARLIE RD			120	

NOTE: REDROCK-RANDBURG ROAD SHORTENED TO RRR



1" = 20,000'



LEGEND

- PIPE IN KC ROW
- PIPE IN OTHER JURISDICTION OR PRIVATE LANDS

SEGMENT	PIPE IN KC ROW (LF)	TYP. PIPE SIZE (IN)	TYP. PIPE MATERIAL	TYP. COVER (IN)
NEURALIA RD	46,718	24 MAX	PVC, HDPE, CMLC	48
REDROCK-RANDBURG RD	58,090	24 MAX	PVC, HDPE, CMLC	48
GARLOCK RD	43,555	24 MAX	PVC, HDPE, CMLC	48
CHINA LAKE BLVD	11,975	24 MAX	PVC, HDPE, CMLC	48
<b>TOTAL</b>	<b>160,338</b>			

6/30/2023 2:24 PM G:\Indian Wells Valley Groundwater Authority\4101410123002-IVGCS Design\300 CAD\340 Sheet Sats\99\_Erhibase\EP PERMIT OVERALL PLAN.dwg - Andrew Raymond



IMPORTED WATER CONVEYANCE DESIGN  
 INDIAN WELLS VALLEY GROUNDWATER ASSOCIATION  
 KERN COUNTY, CA  
**PIPE & CROSSINGS IN KC ROW**

DESIGN ENGINEER: ---  
 DATE: 06/30/2023  
 JOB NO: 410123002  
**E1** OF





April 24, 2023

Mr. Adam Ojeda  
Provost & Pritchard Consulting Group

VIA EMAIL  
AOjeda@ppeng.com

Re: Application for Nonexclusive License

Dear Adam,

Please see attached application for a license to transport non-potable water. I am sending this to you following your conversations with Tim Garrison.

Please send the completed application with detailed project locations and drawings, along with a payment for the \$1,200.00 application fee. The check should be made payable to the County of Kern and mailed to:

County of Kern  
General Services  
1115 Truxtun Ave., 3<sup>rd</sup> Floor  
Bakersfield, CA 93301  
Att: Tim Garrison

Please contact us if you have any questions. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Grace Imamura".

Grace Imamura - Real Property Agent II  
General Services – Property Management

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**LICENSE AGREEMENT  
FOR USE OF COUNTY RIGHT-OF-WAY  
FOR NON-PUBLIC UTILITY PIPELINES**

(County of Kern – Indian Wells Valley Groundwater Authority)

**THIS AGREEMENT**, (“**Agreement**”) is executed at Bakersfield, California, on \_\_\_\_\_ (“**Execution Date**”), by and between the **COUNTY OF KERN**, a political subdivision of the State of California (“**County**”), and **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY** (“**Licensee**”). County and Licensee are referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS:**

**A.** County controls certain road rights-of-way (“**ROW**”) within the following locations:

Sections 17, 18, 19, 30 and 31, Township 27 South, Range 40 East, M.D.B.M.;  
Sections \_\_\_\_\_, Township 28 South, Range 40 East, M.D.B.M.;  
Sections 7, 8, 9 and 10, Township 29 South, Range 40 East, M.D.B.M.;  
Sections 13, 14, 15, 21, 22, 28, 29 and 30, Township 29 South, Range 39 East, M.D.B.M.;  
Sections 25, 26, 33, 34, and 35, Township 29 South, Range 38 East, M.D.B.M.;  
Sections 4, 5, 7, and 8, Township 30 South, Range 38 East, M.D.B.M.;  
Sections 12, 13, 14, 22, 23, 26, 27, 34 and 35, Township 30 South, Range 37 East, M.D.B.M.;  
Sections 2, 3, 10, 11, 14, 15, 22, 23, 26, 27, 34 and 35, Township 31 South, Range 37 East, M.D.B.M.; but not included within the limits of an incorporated city.

**B.** On July \_\_\_\_, 2023, Licensee submitted an application to County requesting a License Agreement be prepared for their proposed installation of non-public utility pipelines (“**Pipelines**”) within certain portions of ROW along Neuralia Road, Redrock-Randsburg Road, Garlock Road and China Lake Boulevard, which are all within Kern County, California, to allow the transport of potable water to the Indian Wells Valley Water District’s (“**IWVWD**”) Ridgecrest Heights facility.

**C.** The imported water from Licensee’s Pipelines will allow IMVWD to shut down some of its existing groundwater wells and bring the significantly over drafted basin into balance, which is part of the Indian Wells Groundwater Sustainability Plan.

**D.** County is willing to grant Licensee the right to use the County ROW, as described In **Section 1** of this Agreement, in accordance with the terms and conditions set forth below.

## AGREEMENT:

1. **Premises:** For and in consideration of the terms, covenants, and conditions contained in this Agreement, County grants to Licensee, and Licensee hires from County, the non-exclusive use of the County Road ROW listed above in the Recitals section, Paragraph A (“**Premises**”) to construct, install, maintain, inspect, operate, repair, renew and remove a potable water pipeline for the purpose of transporting potable water to the Ridgecrest Heights facility (“**Facility**”). The Pipelines in the County Road ROW are 160,338 linear feet in total length with a maximum diameter of 24 inches, and are located where shown in **Exhibit “A”**. As used in this Agreement, the terms “roads”, “highway”, “rights-of-way”, “streets”, “ways”, and “alleys”, are interchangeable and refer to the public highways, streets, ways, and alleys as they now or hereafter exist within the County of Kern and which are subject to the jurisdiction of the County of Kern (“**Roads**”).

2. **Encroachment Permits:** Licensee shall obtain all required permits from County’s Board of Supervisors (“**Board**”), or officer designated by said Board, before starting any new installation, repair or maintenance which disturbs the surfacing of Roads or obstructs public use. All installations and maintenance done under this Agreement shall be performed in accordance with the provisions and conditions prescribed by law and of all applicable ordinances and regulations of the County, and with the least possible hindrance to the use of the Roads for purpose of travel. In addition to Licensee’s obligations under this Agreement, Licensee shall comply with any applicable terms and conditions contained in an Encroachment Permit. Any excavations in Roads shall be backfilled, compacted and the surface placed in as good condition as it was at the time of beginning such work, and to the reasonable satisfaction of the County. County may repair any Roads in which the Licensee has made an excavation or performed any other work and the reasonable cost of all such repairs which are made necessary by Licensee’s failure to comply with this **Section 2**, shall be paid by Licensee within 30 days after the receipt of a billing by the County.

3. **Term:**

a. **Initial Term** - The initial term of this Agreement shall commence on the Execution Date and terminate 20 years thereafter, unless sooner terminated as provided in this Agreement.

b. **Extension of Term to Remove Hazardous Materials** – If any Hazardous Materials are found on or under the Premises, caused by Licensee activities, County may, at its sole discretion, require Licensee to remediate the Premises beyond the expiration of the Term until the County determines that the Hazardous Materials are no longer present. “**Hazardous Materials,**” as used in this Agreement, shall be defined as stated in **Exhibit “B”**.

4. **Option to Extend Term:** Provided Licensee is not in default of any of the terms, covenants, or conditions of this Agreement, Licensee shall have the option to extend the initial Term, for two separate five-year periods. Licensee may exercise the option by giving the Chief General Services Officer (“**CGSO**”) written notice of Licensee’s desire to extend, not less than 30 days prior to expiration of the initial Term. The CGSO, at the CGSO’s sole discretion, may accept or reject the request to extend. If an option is exercised, “Term” shall include the option term. “Term” shall also include any hold over period.

5. **Right to Terminate:** If the Licensee fails, neglects or refuses to comply with any of the provisions or conditions prescribed by this Agreement, and does not within 30 days after written demand for compliance by County, begin the work of compliance, or after such beginning does not prosecute the work with due diligence, this Agreement may be terminated.

6. **Hold Over:** If Licensee holds over after the expiration of the Term, with the express or implied consent of County, such holding over shall continue only from month to month and shall be governed by the terms, covenants, and conditions contained in this Agreement, except for license fees. At County's option, Licensee shall pay during such holding over such license fees as County may determine appropriate, based on the then-prevailing fair market value of the license as determined by County, and in no event shall the amount of monthly license fees be less than the amount of monthly license fees paid during the previous month.

7. **License Fees:**

a. **Initial Term** – As consideration for the licensing of the Premises during the initial Term of this Agreement, County waives the annual right of way use fee in an effort to support the Indian Wells Groundwater Basin's Groundwater Sustainability Plan.

b. **Verified Statements** - Within three months after the expiration of the calendar year, and within three months after the expiration of each calendar year thereafter, Licensee shall file, with the Kern County General Services Division, Property Management, a detailed and verified statement showing the location (by road name or number and section, township and range), the length, expressed in feet, of all Licensee's Facilities within the Roads of the Premises. Within 15 days after the time for filing the above-mentioned verified statement, Licensee shall pay to County the annual license fee due. If the Licensee fails to file the verified statement, or to pay the annual fee, the Board may immediately declare this Agreement forfeited.

8. **Purpose:**

a. **In General** - This Agreement is made for the sole purpose of allowing Licensee to construct, install, maintain, inspect, operate, repair, renew, and remove a potable water pipeline for the purpose of transporting potable water to the Ridgecrest Heights facility.

b. **No Nuisance** - Licensee shall not do or permit any act or thing to be done upon the Premises that will obstruct or interfere with the rights of County or any others or injure or annoy County or others. Licensee shall not cause, maintain, or permit any nuisance on or about the Premises, or allow the Premises to be used for any unlawful purpose. Within 72 hours of receiving written notice from County that a nuisance exists, Licensee shall abate or otherwise cause the nuisance to be abated. If Licensee has not taken corrective action within 72 hours, then County may enter and abate the nuisance at the sole cost of Licensee without any liability whatsoever to County. Licensee shall not allow any offensive matter, refuse or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, to remain on the Premises or within a distance of 50 feet thereof, and shall prevent any accumulation thereof from occurring.

9. **Condition of Premises:** Licensee has inspected the Premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

**10. Remediation of Damage to County ROW:**

**a.** The license shall require that if substantial water is released from any of Licensee’s pipelines or appurtenances, for any reason, in such a manner as to cause erosion or damage to roadways or adjacent shoulder or cause flooding across roadways then Licensee shall, to the extent required by law, immediately investigate and remediate the damage at its sole cost and expense. Licensee shall also immediately determine the source of the release and cause its repair and restoration at its sole cost and expense. For purposes of this license, “**erosion**” shall mean the displacement of all naturally occurring or man-made surfaces on or adjacent to the County’s right of way, to include the subterranean removal of earth resulting in sink holes or pot holes. For the purposes of this license, and as appropriate in the context of this **Section 10**, “**damage**” shall mean injury or harm that reduces value or usefulness and “**release**” shall mean any spill, leak, or other means of escape from the Licensee’s pipelines or appurtenances, whether or not sudden or gradual, whether known or unknown, and whether or not due to the negligence, willful act, or other fault of any person or entity.

**b.** All actions to investigate and remediate erosion or damage, and to repair or restore Licensee’s pipelines and appurtenances as provided in the preceding paragraph shall be the sole responsibility of Licensee and shall be conducted by Licensee or its employees, agents, contractors, subcontractors, or suppliers in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatever, present or future, of the national, state, county, or other local government at Licensee’s sole cost and expense. If Licensee fails to take any action required by this **Section 10** herein and by the license, County may, but shall not be obligated to, take all actions it deems appropriate with respect to the erosion, at Licensee’s expense. Upon written demand by County, Licensee shall reimburse County for all County’s expenses in connection with County’s actions including, but not limited to, all direct and indirect costs relating to investigation, remediation and removal.

**c.** Licensee shall deliver to County notice of:

(1) any release from the Licensee’s pipelines and/or other facilities or the presence of hazardous materials in or adjacent to the Premises within three business days of Licensee’s discovery thereof; and

(2) any notice, claim or allegation of any violation relating to Licensee’s pipeline or other facilities within the Premises received from any federal, state, or local governmental agency or authority or any non-governmental person or entity or the filing or commencement of any judicial or administrative proceeding by any such agency or authority or non-governmental person or entity that relates to or is a result of Licensee’s activities on the Premises within 20 business days of Licensee’s receipt thereof or sooner to the extent reasonably practicable.

**11. County's Maintenance of Right-of Way:** County may, at its option (a) change the grade, alignment, or width of any public highway which Licensee has the right to use under the terms hereof, or (b) extend, place, lay, or construct an installation of any kind or nature over, in upon, or under any public highway including, but not limited to, a subway or viaduct, whether or not such installation interferes with Licensee’s Facilities. In the event County desires to exercise any of the foregoing powers, 30 days written notice shall be given by the County of its intention to do so and the Licensee shall, at no cost to County, begin and within a reasonable time shall complete, a change of location of

all Facilities made by it in its operations under this Agreement so as to permit and conform to such change or installation desired to be made by the County.

**12. Construction of Bridges:** In the event that the County, or any governmental agency, or other instrumentality, shall construct, install, reconstruct, or repair any bridge or artificial support in or underlying any highway in which Licensee's Facilities are located or which is prescribed as the location for any Facilities, and the cost thereof is increased in order to provide for the installation, maintenance or operation of the Facilities in or on the highway area covered or underlain by said bridge or other artificial support, then the Licensee shall pay to the County, or such governmental agency, or instrumentality, doing such work the full amount of such increase of cost, upon completion of such construction, installation or repair.

**13. Maintenance of Highway:** No provision of this Agreement shall be so construed as to impose upon the County any duty or obligation to construct, repair or maintain any highway, including those areas in which Licensee's property is located, to any particular standard.

**14. Road Improvements:**

**a.** The State and any municipal corporation, political subdivision or governmental agency or instrumentality of the State acting in a governmental capacity may improve any public road or portion thereof in which Licensee's Facilities have been installed and may install, repair, maintain, and remove any public improvement in any such public road.

**b.** If notice in writing is given to the Licensee 30 days in advance that work is to be done pursuant to any right reserved in subdivision (a) of this section, specifying the general nature of the work and the area in which the same is to be performed, then the Licensee shall do all things necessary to protect its Facilities during the progress of such work. If ordered by the Board or by the governmental agency performing such work, the Licensee shall, within a reasonable time, disconnect, remove or relocate its Facilities within the highway to such an extent, in such manner, for such period as shall be necessary to permit the performance of such work in an economical manner, and in accordance with the generally recognized engineering and construction methods, to permit the maintenance, operation and use of such public improvement or of the highway as so improved. All of such things shall be done and such work be performed by the Licensee at the sole cost and expense of the Licensee.

**15. Conversion to State Highway:** All Facilities constructed and maintained under the provisions of this Agreement upon any highway which becomes a state highway within any portion of the territory covered by this Agreement shall be constructed and maintained in conformity with all the laws of the State of California relating to the control and maintenance of such state highways and all ordinances, rules and regulations prescribed by the Department of Engineering or other office of the State of California which may be authorized by law to exercise power and control over such state highway.

**16. Noncompliance:**

**a.** If the Licensee fails to comply with any instructions or orders of the Board including, but not limited to, any instructions or orders with respect to the location of any Facilities or the repair of any damage to highways done by Licensee in construction or maintenance thereof, within 30 days after the service of written notice upon the Licensee, requiring compliance

therewith, then the Board may immediately declare the Agreement forfeited and/or do so at the cost and expense of said instructions, which cost Licensee agrees to pay upon demand.

b. The Licensee shall be liable to the County for all damage proximately resulting from the failure of Licensee to observe and perform any provision of this Agreement. Licensee shall pay the County on demand reasonable attorney fees as the court may fix if the County is given judgment in a suit to enforce the Agreement, to recover damages for a breach of the conditions thereof or to forfeit the Agreement.

c. The Licensee shall pay the County on demand the cost of all repairs to public property made necessary by any of the operation of the Licensee under this Agreement.

**17. Taxes and Assessments:** Licensee shall pay all taxes, fees, charges, and assessments levied by any governmental agency upon any interest acquired by Licensee under this Agreement. Licensee is aware that certain possessory interest may be created by entering into this Agreement and that such interests will be subject to the payment of property taxes levied on such interest. Licensee is also aware that the construction of the improvements may trigger the payment of property taxes levied on the improvements.

**18. Damage and Destruction:** If the Premises is damaged or destroyed by fire or casualty, Licensee shall elect to (i) repair the damaged Premises at Licensee's sole cost, with the use of available insurance proceeds required under **Section 23** or (ii) terminate this Agreement and to the extent that the damage or destruction was caused by Licensee or any person in or about the Premises with the express or implied consent of Licensee assign the available insurance proceeds to County. In the event that Licensee elects to repair the damaged Premises, this Agreement shall continue in full force and effect except that certain obligations of Licensee may be subject to Force Majeure as provided in **Section 25**. The provisions of California Civil Code sections 1932(2) and 1933(4) shall not apply to this Agreement, and Licensee hereby waives the benefits thereof.

**19. Removal or Abandonment of Facilities:** Upon the expiration, forfeiture or termination of this Agreement, if Licensee has not obtained a franchise to include the Premises, then Licensee shall remove or abandon, under the terms and conditions of the Kern County Roads Department, all its Facilities from the ROW within the Premises at its sole expense; if Licensee fails to do so, the County may remove them at Licensee's expense and Licensee shall promptly pay to the County upon the County's demand the amount of such expense. The County may take possession and appropriate to itself without payment therefor any property of the Licensee, or anyone claiming under Licensee, which remains on or under the public highways or right-of-way in the County of Kern not then included within the limits of an incorporated city, after the expiration, forfeiture or termination of this agreement. Licensee is aware that County's Board of Supervisors may not ultimately grant a franchise to allow for the continued use of the ROW, and Licensee agrees to accept the risk that Licensee may be required to remove or abandon its Facilities upon the termination of this Agreement.

**20. Faithful Performance Bond:**

a. Within 10 days after the commencement date of this Agreement, Licensee shall obtain and file with the CGSO, a surety bond in a form acceptable to County. County shall be the obligee of the bond which shall be in the penal sum of \$100,000.00 and shall be conditioned upon the Licensee observing, fulfilling and performing each term and condition of this



Agreement. The bond shall also provide that, in case of any breach of any term or condition of the bond, the amount of the penal sum therein shall be paid to County.

**b.** As an alternative to the performance bond, Licensee may make a deposit in lieu of bond pursuant to Article 7, Chapter 2 Title 14 (Section 995.710 et seq.) of California Code of Civil Procedure. Any such deposit must contain Licensee's name as the depositor and shall state that the deposit is for the benefit of the County of Kern.

**c.** It is understood that any forfeiture of the bond or deposit will be in addition to all other available remedies of the County. County shall release said deposit or bond upon satisfactory completion of all covenants, conditions and terms of this Agreement.

**21. Indemnification:**

**a. In General** - Licensee shall indemnify and defend, upon request of County, County, its governing board, commissions, elected and appointed officials, employees, agents, volunteers, and authorized representatives, and each of them ("**Indemnified Parties**"), against any and all actions, lawsuits, proceedings, losses, costs, expenses, claims, fines, liabilities, fees, including fees and costs of County Counsel and outside counsel retained by County, costs of County staff time, investigation, expert and consultant fees and costs, and damages of any kind or nature whatsoever, including liability for personal injuries or death or property damage, regardless of where located, including property of County, and workers' compensation claims or suits arising from or connected with any services performed under this Agreement on behalf of Licensee by any person or entity ("**Claims**"), arising out of or in any way connected with the acts or omissions of Licensee, its employees, agents, independent contractors, or invitees ("**Licensee Acts**"), unless the Claim is due to the sole default, act or failure to act, negligence, or willful misconduct of County or the Indemnified Parties.

**b. Environmental** - In addition, Licensee shall indemnify and defend, upon request of County, County and the Indemnified Parties against any and all Claims arising out of or in any way connected with any deposit, spill, discharge, or other release of any Hazardous Materials by Licensee or any person in or about the Premises with the express or implied consent of Licensee at any time during Licensee's occupancy of the Premises, or which arises at any time as a result of any uses at, on, or from the Premises or the occupancy of the Premises by Licensee, or as a result of Licensee's failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any Environmental Requirements.

**c. Survival of Indemnification Obligations** - Licensee's obligations under this **Section 21** shall survive the expiration or termination of this Agreement.

**22. Release and Waiver; Waiver of Civil Code Section 1542:**

**a. Release and Waiver** - Licensee releases County and the Indemnified Parties from all Claims, and waives all Claims against County and the Indemnified Parties, that it may have as of the Execution Date, or may have in the future, relating to this Agreement and any acts or omissions of County or the Indemnified Parties, unless the Claim is due to the sole default, act or failure to act, negligence, or willful misconduct of County or the Indemnified Parties.

**b. Waiver of Civil Code Section 1542** - Licensee waives all rights under California Civil Code 1542, and all rights arising under any similar laws, whether local, state, or federal. Section 1542 provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement.”

**23. Licensee Maintenance of Insurance:** In order to protect County and the Indemnified Parties against Claims as a result of Licensee Acts, Licensee shall secure and maintain insurance as described below. Licensee shall not perform any work under this Agreement until Licensee has obtained all insurance required under this **Section 23** and the required certificates of insurance, and all required endorsements have been filed with the County’s authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. Licensee shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term of this Agreement or as otherwise specified herein. Such certificates and endorsements shall be delivered County not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Licensee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Licensee or County as an additional insured.

**a. Workers’ Compensation and Employer’s Liability Insurance Requirements.**

(1) **Worker’s Compensation Insurance- Licensee Employees.** If Licensee has employees who may perform any services pursuant to this Agreement, Licensee shall submit written proof that Licensee is insured against liability for worker’s compensation in accordance with the provisions of California Labor Code section 3700.

(2) **Worker’s Compensation Insurance- Licensee Subcontractors.** Licensee shall require any subcontractors to provide worker’s compensation for all of the subcontractors’ employees, unless the subcontractors’ employees are covered by the insurance afforded by Licensee. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Licensee shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

(3) **Employer’s Liability Insurance.** Licensee shall also maintain employer’s liability insurance with limits of \$1,000,000 for bodily injury or disease.

**b. Liability Insurance Requirements.**

(1) **In General.** Licensee shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) **Commercial General Liability Insurance,** including without limitation Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Licensee’s performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Licensee shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law

following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(b) **Automobile Liability Insurance**, against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(2) **Additional Insureds** - The Commercial General Liability and Automobile liability Insurance required in **Section 23.b** shall include an endorsement naming the County and the Indemnified Parties as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) **Self-Insurance** - Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager, which may be granted or withheld at the County Risk Manager's sole discretion.

(4) **Claims-Made** - If any of the insurance coverages required under this Agreement is written on a claims-made basis, Licensee, at Licensee's option, shall either (i) maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the Execution Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. **Fire and Casualty Insurance** - Licensee shall, at its sole cost, maintain on the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100% of full replacement value. The insurance policy shall be issued in the names of County, Licensee, and any lender, as their interests appear. The insurance policy shall provide that any proceeds shall be made payable to Licensee, and Licensee shall apply and use such proceeds as required by **Section 18**, subject to the priority rights of any lender. Such insurance shall satisfy the requirements of this **Section 23.c**, and shall be issued by a company or companies satisfying the requirements of this **Section 23.e**. On or before the Execution Date, Licensee shall deliver to County certificates of insurance indicating that Licensee has complied with the provisions of this **Section 23.c**.

d. **Cancellation of Insurance** - The above-stated insurance coverages required to be maintained by Licensee shall be maintained until the completion of all of Licensee's obligations under this Agreement. Each insurance policy supplied by Licensee must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 10 days written notice in the case of non-payment of premiums, or 30 days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Licensee shall

immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

**e. Insurance Company Rating** - All insurance shall be issued by a company or companies admitted to do business in California and listed in the current “Best’s Key Rating Guide” publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager, which may be granted or withheld at the County Risk Manager’s sole discretion.

**f. Licensee Self-Insured** - If Licensee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Licensee shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless the County Risk Manager determines, in his/her sole discretion and by written acceptance, that the coverage proposed to be provided by Licensee is equivalent to the above-required coverages.

**g. Primary Insurance** - All insurance afforded by Licensee pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, which shall waive any right of recovery (waiver of subrogation against County).

**h. No Limitations by Policy Limits** - Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Licensee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, or to preclude County from taking such other actions as are available to it under any other provision of this Agreement or otherwise under Applicable Laws.

**i. Failure to Maintain Insurance** - Failure by Licensee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Licensee. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Licensee, County shall deduct from sums due to Licensee any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Licensee pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Licensee shall reimburse County for the premiums and pay for all costs associated with the purchase of said insurance within 10 days of demand by County. Any failure by County to take this alternative action shall not relieve Licensee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

**24. Liens and Encumbrances:** Licensee shall keep the Premises free from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Licensee, or from any other cause. If a lien or encumbrances is recorded against the Premises, and Licensee fails to remove the lien or encumbrance or post a bond to remove same within 15 days after its filing, County shall give a 15-day notice to Licensee, requiring Licensee to remove or bond around the lien or encumbrance within the 15-day period. If Licensee fails to do so within the 15-day period, County, at its sole discretion after expiration of the 15-day period, may obtain a bond, with all costs of the bond to be reimbursed by Licensee to County.

**25. Force Majeure:**

a. **Definition** - Neither Party shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure to perform any of its obligations, if such delay or failure is the result of causes beyond the control and without negligence of the Party. Such causes include, without limitation, acts of nature, strikes, lockouts, riots, insurrections, civil disturbances or uprisings, sabotage, embargoes, blockages, acts of war or terrorism, acts or failure to act by any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes, tsunamis, or other natural or man-made disasters (“**Force Majeure**”). Lack of funds shall not be a Force Majeure event.

b. **Consequences** - The Party affected by a Force Majeure event, upon giving prompt notice to the other Party, shall be excused from performance to the extent of such prevention, restriction, or interference, on a day-to-day basis until the Force Majeure event is removed, and the other Party shall likewise be excused from performance of its obligation which relate to the performance so prevented, restricted, or interfered with. The affected Party shall use its best efforts to avoid or remove the causes of nonperformance and to minimize the consequences thereof, and both Parties shall resume performance when the Force Majeure event is removed.

**26. Consent to Assignment or Transfer:** This Agreement shall not be assignable in whole or in part, without the written consent of the County, which consent shall not be unreasonably withheld.

**27. Notices:** All notices herein provided to be given, or which may be given, by either Party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Licensee: Indian Wells Valley Groundwater Authority  
Attention: Carol Thomas-Keefer  
100 W. California Avenue  
Ridgecrest, CA 93555

To County: County of Kern  
General Services Division/Attn: Property Management  
1115 Truxtun Avenue, 3<sup>rd</sup> Floor  
Bakersfield, CA 93301

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, but nothing shall preclude the giving of any such notice by personal service.

**28. Authorized Agent of County:** The CGSO is the duly authorized agent of County for purposes of this Agreement, and as to any obligations assumed by Licensee, they shall be performed to the sole satisfaction of the CGSO, unless another standard is specified in this Agreement.

**29. Miscellaneous Provisions:**

**a. Negation of Partnership** - County shall not become or be deemed a partner or joint venturer with Licensee or associate in any relationship with Licensee other than that of landlord and tenant by reason of the provisions of this Agreement. Licensee shall not for any purpose be considered an agent, officer, or employee of County.

**b. Conflict of Interest** - The Parties have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All Parties agree that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist as of the Execution Date, County may immediately terminate this Agreement by giving written notice to Licensee. County shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

**c. Nondiscrimination** -

(1) Licensee, in the use of the Premises and in the operations to be conducted under this Agreement, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, sex, or national origin in any manner prohibited by federal, state, or local laws or policies.

(2) Licensee shall furnish its accommodations and services on a fair, equal, and nondiscriminatory basis to all users, and Licensee shall charge only fair, reasonable, and nondiscriminatory prices for its services. However, Licensee may make reasonable and nondiscriminatory rebates, discounts, or other similar price reductions to volume service Users to the extent permitted by Applicable Laws.

(3) Licensee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, color, creed, religion, ancestry, sex, or national origin.

(4) Licensee shall not discriminate nor allow discrimination, either directly or indirectly, in hiring or employing persons to work at the Premises.

(5) Licensee shall include the language in **subsections (1) through (4)** in any agreement by which Licensee assigns or transfers any interest in the Premises or this Agreement, or grants a right or privilege to any person, firm, or corporation to use the Premises or to render accommodations and services to the public on the Premises.

(6) Non-compliance with **subsections (1) through (4)** shall constitute a material breach of this Agreement, and in addition to any other remedies provided by Applicable Laws or this Agreement, County shall have the right to terminate this Agreement without liability therefore, may seek an injunction to enforce **subsections (1) through (4)**, and may charge Licensee the sum of \$25.00 per day for each incident of a failure to comply.

**d. Incorporation of Prior Agreements** - This Agreement contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

**e. Remedies not Exclusive** - The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such Party of, or limit the application of, any other remedy provided by law, at equity, or otherwise.

**f. Severability** - If any part, term, portion, or provision of this Agreement is decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or

provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

**g. Governing Law; Venue** - The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. If either Licensee or County initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the County of Kern, State of California, it being understood that this Agreement is entered into, and will be performed, within the County of Kern.

**h. Administrative Processing Fee** - Licensee shall pay to County, upon County's request, a processing fee in the amount of \$1,200 for processing any request by Licensee for County to sign documents. The fee shall not be refundable and shall be paid prior to County's review of Licensee's request for signature. The fee may be waived by the CGSO if, in his/her opinion, the simplicity of processing such request for signature does not warrant the fee. Refusal to pay the fee is grounds for the denial of the request for signature.

**i. Compliance with Laws** - Licensee shall, at its sole cost, promptly comply with all applicable laws, including Environmental Requirements, which may in any way apply to the use, operation, repair, maintenance, occupation of, or operations or construction on, the Premises.

**j. Successors** - Subject to **Section 27**, all terms, covenants, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

**k. No Third Party Beneficiaries** - This Agreement is made for the sole benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, and no other persons shall have any right of action hereon.

**l. Covenants and Conditions** - Each provision of this Agreement performable by Licensee shall be deemed both a covenant and a condition.

**m. Modification** - This Agreement may be modified or amended only by a written document signed by both Parties.

**n. Authorization** - Each individual executing this Agreement on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of that Party, and that this Agreement is binding upon both Parties in accordance with its terms.

**o. Recitals** - Each of the recitals is incorporated in this Agreement by reference as if fully set forth in this Agreement at length, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

**p. Captions** - Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

**q. Exhibits** - All exhibits attached to this Agreement are incorporated into this Agreement by reference.

**r. Time of Essence** - Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

s. **Consent to Electronic Signatures** – The Parties consent to the use of electronic signatures using the DocuSign process for the purposes of executing this Agreement and any amendments hereto. Such signatures shall be given the same effect as an original signature.

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The Parties have executed this Agreement on the Execution Date.

**APPROVED AS TO CONTENT**

County Administrative Office

By \_\_\_\_\_  
Leslie Wallace, Senior CAO Manager

**COUNTY OF KERN**

By \_\_\_\_\_  
Geoffrey Hill, Chief General Services  
Officer "County"

**APPROVED AS TO FORM**

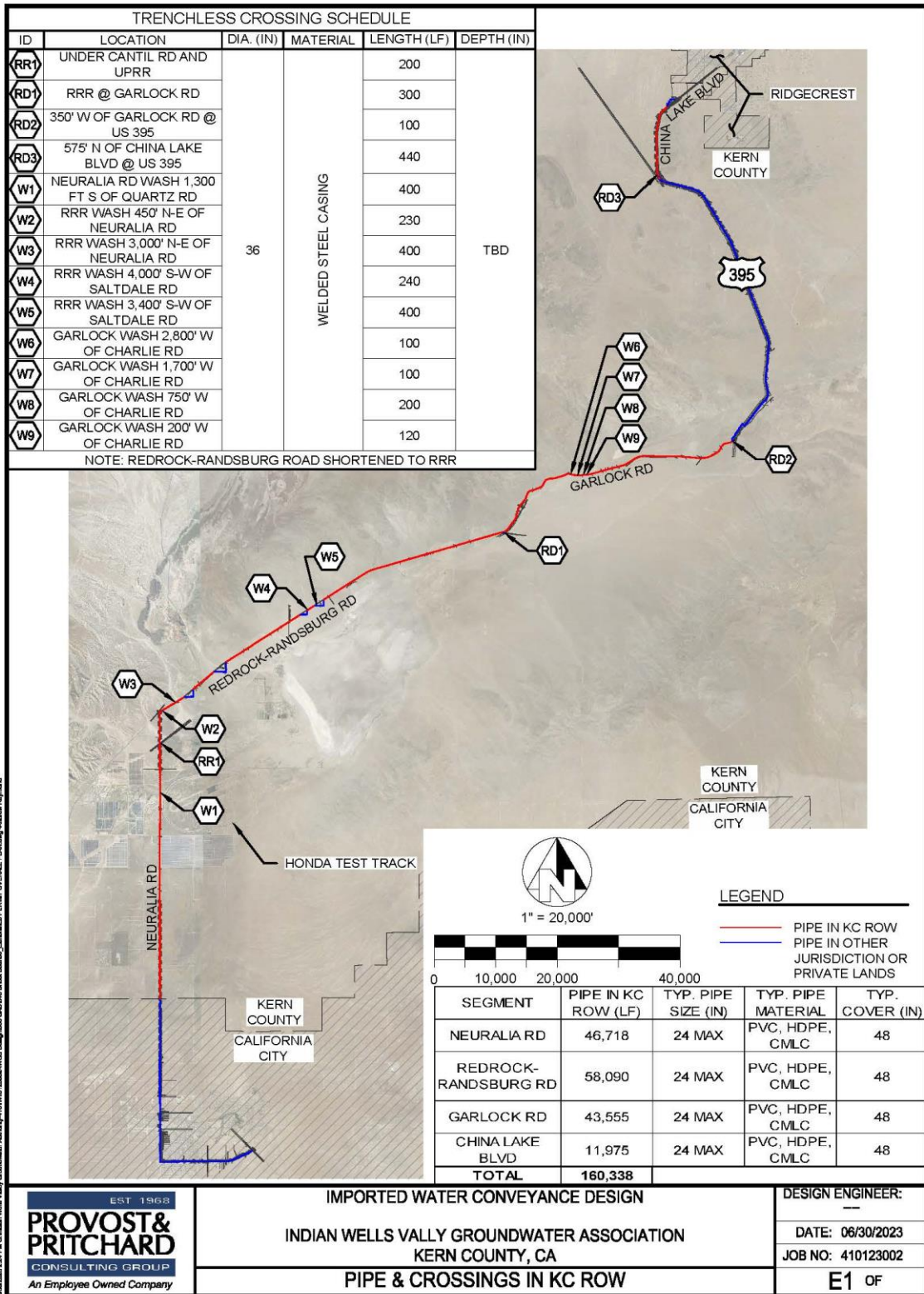
Office of the County Counsel

By \_\_\_\_\_  
Brian Van Wyk, Deputy County Counsel

**INDIAN WELLS VALLEY  
GROUNDWATER AUTHORITY**

By \_\_\_\_\_  
Carol Thomas-Keefer, "Licensee"  
General Manager

## EXHIBIT "A" – County Road ROW



## **EXHIBIT “B” – Environmental Terms**

### **Definition of Environmental Terms**

For the purpose of this Agreement, the following terms and words shall have the meaning given below:

1. Environmental Requirements. All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items of any governmental agency, department, commission, board, bureau, or instrumentality of the United States of America, California, or its political or municipal subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human life or the environment.

2. Hazardous Materials. All flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous waste, toxic substances or related materials, petroleum products, and any substances declared to be hazardous or toxic under any present or future Environmental Requirements or which requires investigation or remediation under any present or future federal, state, or local law, statute, regulation, environmental requirement, order, or rule.

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## IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** August 23, 2023

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 16 – Approval of Reimbursement Agreement with California City for the Imported Water Pipeline**

### **BACKGROUND AND DISCUSSION**

A Sustainable Groundwater Management Act (SGMA) Implementation Grant through the California Department of Water Resources is providing \$7.6 million for planning and design-level activities, including Right-of-Way services, for the Imported Water Pipeline Project, which will bring imported water supplies into the Indian Wells Valley Groundwater Basin through an imported water connection from Antelope Valley – East Kern Water Agency’s California City pipeline to the Indian Wells Valley Water District water system. IWVGA authorized the award of contracts for design and environmental documentation services to Provost and Pritchard Consulting Group (P&P) at the Board’s February 8, 2023 meeting.

A portion of the Project is in California City (City) right-of-way. Work under the SGMA grant agreement must be completed by March 31, 2025, therefore the consultant’s work is proceeding on a very aggressive schedule to meet the grant deadline. P&P has completed performing soils borings to obtain geotechnical information and conducting the environmental field surveys in City right-of-way needed for environmental evaluation of the Project, among other critical tasks currently being implemented. The Reimbursement Agreement is needed to allow the City to be reimbursed for the actual cost of plan review, permit processing, and agreement development needed for approval to construct the Project, including the permits received from the City for performing geotechnical field work and environmental surveys on City land.

Due to the size and scope of the Project, reimbursement costs will be based on work performed by City staff and/or by a City hired consultant. This work may include, but is not limited to, reviewing a License Agreement, Encroachment Permit, Grading Permit, and Site Plan Review. The Reimbursement Agreement requires IWVGA to pay an initial deposit of \$30,000 to the City towards scope of work costs. Additional costs incurred by the City for Project-related work will be provided to IWVGA through monthly statements of accounting and shall never exceed the initial deposit amount of \$30,000 without prior written approval of IWVGA.

The Reimbursement Agreement, which has been reviewed by the Authority Legal Counsel and California City Staff is included in your Board package.

### **ACTION(S) REQUIRED BY THE BOARD**

Staff recommends the Board authorize the General Manager to sign the Reimbursement Agreement with California City and make the required deposits for assistance and permitting for the Imported Water Pipeline Project.

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AGREEMENT NO. \_\_\_\_\_

**REIMBURSEMENT AGREEMENT**

**THIS REIMBURSEMENT AGREEMENT** (the "Agreement") is made and entered into on \_\_\_\_\_, by and between the **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**, a Groundwater Sustainability Agency formed under the Sustainable Groundwater Management Act of the State of California, ("IWVGA" herein) and **CALIFORNIA CITY**, a municipal corporation ("CITY" herein).

**RECITALS**

**WHEREAS**, IWVGA is responsible for the design and construction of the IWVGA Imported Water Conveyance System, which includes approximately eight miles of potable water pipeline, a booster pump station, and related appurtenances within CITY public right-of-way and jurisdiction as seen in attached Exhibit "C" ("PROJECT" herein); and

**WHEREAS**, CITY owns and maintains the public road right-of-way within its jurisdiction ("ROW", herein); and

**WHEREAS**, CITY will require various permits and agreements, including a License Agreement, or other agreements, for the construction of PROJECT; and

**WHEREAS**, IWVGA is willing to reimburse CITY for the actual cost of plan review, permit processing, and agreement development needed for approval to construct PROJECT; and

**WHEREAS**, IWVGA and CITY intend to enter into a separate agreement between the parties to address reimbursement for CITY inspection, testing, and related costs at the time of construction.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, IWVGA and CITY mutually agree as follows:

1. **SCOPE OF WORK**. Review of plans and related submittals for a potable water pipeline and conveyance system, a portion of which will be constructed within the CITY. In addition to CITY Staff, the review and plan check work may be performed by a consultant, or consultants, hired by and working for CITY. Some of the items that may be reviewed include, but are not limited to, a License Agreement, Encroachment Permit, Grading Permit, and Site Plan Review.



2. **REIMBURSEMENT.** Due to the size and scope of the PROJECT, it is difficult to determine the actual reimbursable costs for review and plan check work needed to get the project approved for construction. The costs will be based on work performed by CITY and/or CITY hired consultant. IWVGA shall deposit **\$30,000** with CITY as a deposit towards scope of work costs. CITY shall provide regular, current monthly statements of accounting of costs. The format of the Statement of Accounting report is shown in Exhibit "A". Rate sheets of CITY consultants are included in Exhibit "B". In no event shall the amount of such reimbursement exceed the amount of **\$30,000**, without prior written approval of IWVGA. In the event that available funds are depleted, CITY shall provide a good faith estimate of additional monies to be deposited based on the rate that funds were depleted and the amount of probable work to occur prior to full entitlement up to the beginning of the construction of the PROJECT. IWVGA shall deposit additional monies in a timely manner, and failure to deposit such funds could result in delay of the Project. Failure to deposit additional monies within thirty (30) days is a default to this Agreement.

3. **NEGATION OF PARTNERSHIP.** IWVGA shall not become or be deemed a partner or joint venturer with CITY or associate in any such relationship with CITY by reason of the provisions of this Agreement. CITY shall not for any purpose be considered an agent, officer or employee of IWVGA.

4. **NON-INTEREST.** No officer or employee of CITY or IWVGA shall hold any interest in this Agreement (California Government Code section 1090).

5. **DEFAULT INTEREST.** In the event of a default by any party to this Agreement, the non-defaulting party shall be allowed to recover interest on all damages at the legal rate from the date of the breach.

6. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement. The acceptance of work or services, or payment for work or services, by IWVGA shall not constitute a waiver of any provisions of this Agreement.

7. **MERGER AND MODIFICATION.** This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the IWVGA Board and signed by all the parties.

8. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All

exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

9. **EXECUTION**. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. **NOTICES**. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

IWVGA: INDIAN WELLS VALLEY GROUNDWATER AUTHORITY  
Attn: Carol Thomas-Keefer  
General Manager  
100 W. California Ave  
Ridgecrest, California, 93555

CITY: CITY OF CALIFORNIA CITY  
Attn: Joe Barragan  
Public Works Director  
7800 Moss Ave  
California City, CA 93505

11. **GOVERNING LAW**. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

12. **ATTORNEY'S FEES**. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the losing party reasonable attorney's fees and all other costs of such action.

13. **ASSIGNMENT**. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as IWVGA may choose to impose.

14. **TIME**. Time is of the essence in this Agreement.

15. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

16. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

17. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

18. **INDEMNITY.** CITY shall indemnify, defend, and hold harmless IWVGA, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CITY, CITY's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for IWVGAs sole active negligence or willful misconduct.

19. **ACCOUNTING RECORDS.** CITY shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CITY's office during the term of this Agreement, and for a period of three (3) years from the date of the final payment hereunder, and said records shall be made available to IWVGA representatives upon request at any time during regular business hours.

20. **ELIGIBLE COSTS.** This agreement will cover reimbursement of CITY for all costs related to the SCOPE OF WORK, including costs already incurred, assuming that sufficient and appropriate documentation is provided to IWVGA to support costs.

21. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by IWVGA or CITY pursuant to the terms of this Agreement, shall, upon preparation, become or remain the property of the IWVGA.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"IWVGA"  
**INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

"CITY"  
**CITY OF CALIFORNIA CITY**

By: \_\_\_\_\_  
**PHILIP PETERS**  
Chairperson, IWVGA

By: \_\_\_\_\_  
**INGE ELMES**  
Acting City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

**PUBLIC WORKS DEPARTMENT**

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

By: \_\_\_\_\_  
**JOE BARRAGAN**  
Public Works Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

IWVGA Attorney

CITY Attorney

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

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

COUNTERSIGNED:

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

Attachments:     Exhibit "A" – Statement of Accounting (sample)  
                         Exhibit "B" – Consultant Rate Sheets  
                         Exhibit "C" – Proposed Project Map

Exhibit "A"  
Statement of Accounting

Exhibit "B"  
Consultant Rate Sheets



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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** August 23, 2023

**FROM:** IWVGA Staff

**SUBJECT:** Agenda Item 17 – Desert Tortoise and Mojave Ground Squirrel Mitigation for Imported Water Pipeline

## **BACKGROUND AND DISCUSSION**

Throughout the Spring of this year, Provost & Pritchard (P&P), the Authority’s consultant provided services for CEQA/NEPA compliance and permitting by conducting reconnaissance-level, desert tortoise protocol-level, and botanical biological field surveys with support from Stantec desert tortoise experts to survey lands for species of concern in this region, including desert tortoise, Mohave ground squirrel, and rare botanical species. Desert tortoise is a California and federally threatened species, and Mohave ground squirrel is a California threatened species. The results of these surveys found one live desert tortoise within 100 meters of the alignment, presence of State Fish and Wildlife Fremont Valley Ecological preserve adjacent to the alignment, and suitable habitats and burrows for the desert tortoise and Mojave ground squirrel. These findings triggered the need for mitigation and discussions with California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS).

While presence/absence trapping studies could be completed for Mohave ground squirrel to try to demonstrate that mitigation isn’t needed, it is unlikely the CDFW or USFWS would accept any negative (or “absent”) results as sufficient information to discount the possibility that this species could occur on the site given the challenges with detecting this species via trapping studies and the occurrences of this species adjacent to the alignment. Therefore, P&P has recommended it be assumed “presence” and proceed with mitigating for impacts to desert tortoise and Mohave ground squirrel and their habitats. Compensation for loss of habitat for these species could be completed by purchasing CDFW- and USFWS-approved conservation bank credits that cover both species or by placing suitable lands for both species into conservation easements and providing management funding in perpetuity.

Mitigation for impacts to individuals of these species and their habitats also include issuance of a CDFW Incidental Take Permit (ITP) for both species and a USFWS Biological Opinion for desert tortoise. These permits may include a number of avoidance and minimization measures, such as pre-construction surveys, Worker Environmental Awareness Program preparation and training, and completion of daily biological pre-activity surveys and construction monitoring by a Designated Biologist. An ITP will require 1 year for issuance and would be needed prior to construction.



The amount of conservation bank credits or acres of conservation easement land required is based on the amount of temporary and permanent impacts and the ratios of different land types and values. Placing suitable lands into conservation easements and providing management funding in perpetuity takes time and since the project is proceeding on a very aggressive schedule, it is not recommended. Therefore, P&P has provided cost estimates for the purchase of these mitigation bank credits of approximately \$1.2 million. P&P has also recommended the purchase the mitigation bank credits as soon as possible as they have high market demand.

The \$7.6 million from the Sustainable Groundwater Management Implementation Round 1 Grant that is funding the planning of the IWVGA's Imported Water Interconnection Project is not sufficient to also fund the purchase of mitigation bank credits.

Capitol Core continues to look for additional funding opportunities for the Project. If additional funding for the Project becomes available, the purchase of credits can be reconsidered.

A memorandum on the Project's Desert Tortoise and Mohave Ground Squirrel Mitigation has been provided by P&P and included in your Board packet.

#### **ACTION(S) REQUIRED BY THE BOARD**

This is an informational item. No Board action is required.

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# PROVOST & PRITCHARD CONSULTING GROUP

1800 30<sup>th</sup> Street, Suite 280 • Bakersfield, CA 93301-1930 • Tel: (661) 616-5900  
www.provostandpritchard.com

## MEMORANDUM

**To:** Indian Wells Valley Groundwater Authority (IWWGA)

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**From:** Geoff Cline, Principal Biologist, Provost & Pritchard Consulting Group

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**Subject:** Imported Water Pipeline Project Desert Tortoise and Mohave Ground Squirrel Mitigation

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**Date:** June 15, 2023

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Dear IWWGA,

Desert tortoise is a California and federally threatened species, and Mohave ground squirrel is a California threatened species. The historical ranges for these species overlap throughout the Imported Water Pipeline Project (or “project”) alignment. Provost & Pritchard Consulting Group completed pre-project surveys along, and adjacent to, the project alignment for desert tortoise and identified suitable habitat and burrows for desert tortoise and Mohave ground squirrel. One live desert tortoise was also observed within 100-meters of the alignment. Further analysis of the project location in reference to known observations of these species and the presence of California Department of Fish and Wildlife (CDFW) Fremont Valley Ecological Preserve for these species immediately adjacent to the alignment would likely result in the requirement for the project to mitigate for impacts to these species and their habitat, which has been discussed with CDFW and the U.S. Fish and Wildlife Service (USFWS). While presence/absence trapping studies could be completed for Mohave ground squirrel, it is unlikely the CDFW or USFWS would accept any negative (or “absent”) results and discount the possibility that this species could occur on the site given the challenges with detecting this species via trapping studies and the occurrences of this species adjacent to the alignment. Therefore, we recommend the project assumes presence and proceeds with mitigating for impacts to desert tortoise and Mohave ground squirrel and their habitats.

Mitigation for impacts to individuals of these species would largely include issuance of a CDFW Incidental Take Permit (ITP) for both species and a USFWS Biological Opinion for desert tortoise. These permits may include a number of avoidance and minimization measures, including, but not limited to, the following:

- Pre-construction surveys
- Small mammal trapping burrows within 50-feet of impact areas and relocation of Mohave ground squirrel ahead of construction activities
- Worker Environmental Awareness Program preparation and training
- Completion of daily biological pre-activity surveys and construction monitoring by a Designated Biologist, and possibly biological monitors
- Relocation of desert tortoise
- Weed management/revegetation
- Avian predator control/raven management plan preparation
- Reporting

In addition to mitigation for impacts to individuals, mitigation for impacts to these species’ habitats would likely be required in the ITP and BO. Compensation for loss of habitat for these species could be completed by purchasing CDFW- and USFWS-approved conservation bank credits that cover both species or by placing suitable lands for both species into conservation easements and providing management funding in perpetuity. The pros and cons of each option are presented below:

Option	Pros	Cons
Conservation Bank Credits	Turn-key and good for quick projects; credits can be reserved in advance to lock-in the price and credits; can be good for smaller projects.	Expensive
Conservation Easement	Can be cheaper; a performance security can be purchased upfront so project can begin immediately; can be good for larger (i.e., solar) projects.	Takes time and requires a lot of coordination to develop, and work with stakeholders; must be able to find suitable land

The amount of conservation bank credits or acres of conservation easement land required would be based on the amount of temporary and permanent impacts and the ratios of different land types and values. Unsuitable habitats for these species would be areas such as road shoulders and dirt roads that do not include soils suitable for burrow construction or lack native desert vegetation that provides suitable food resources and cover. Low suitability habitats for these species would include areas that have soils suitable for burrow construction and a low diversity of native desert vegetation that provides suitable food resources and cover. Moderate suitability habitat for these species would include areas that have soils suitable for burrow construction and a greater diversity of native desert vegetation that provides suitable food resources and cover. Ratios of the amounts of credits/acres of conservation to the acres of land impacted by the project could include the following:

- No compensation for areas that are unsuitable
- 0.166:1 ratio for temporary disturbance to low suitability habitat
- 0.5:1 ratio for permanent disturbance to low suitability habitat
- 1:1 ratio for temporary disturbance to moderate suitability habitat
- 3:1 ratio for permanent disturbance to moderate suitability habitat

Based on a conversation with CDFW, it seemed they may accept that underground impacts (i.e., pipeline installation) would not be considered permanent in low or moderate suitability habitats, which conflicts with other CEQA documents and ITPs we have found. We will be reaching out to CDFW to request written concurrence with the previous statement they made, but it is possible they will not provide concurrence until they have reviewed the analysis of the impacts and mitigation section of the CEQA document or at all. Therefore, we have provided two possible conservation bank credit cost estimates below. In both cases, temporary aboveground impacts include staging areas and the construction equipment access areas, and the aboveground permanent impacts include the pump stations and any other associated infrastructure that would be aboveground.

- Aboveground and Underground Temporary Impacts and Aboveground Permanent Impacts (i.e., CDFW considers the pipeline to be a temporary impact): Approx. \$1,048,000 – 1,310,000
- Aboveground Temporary Impacts and Aboveground and Underground Permanent Impacts (i.e., CDFW considers the pipeline to be a permanent impact): Approx. \$1,081,000 - \$1,351,000

Please note that we have not yet completed our analysis of project impacts and these estimates could change, especially based on CDFW and possibly, USFWS. We have two potential conservation banks that could be used and are able to assist with putting any land into conservation easement, should that be desired.

Should you have any questions or would like to discuss this information, please let me know. I may be reached via cell phone (530)-448-7114 and email ([gcline@ppeng.com](mailto:gcline@ppeng.com)).

Sincerely,

Geoff Cline  
 Principal Biologist

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# IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

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**TO:** IWVGA Board Members **DATE:** August 23, 2023

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 18 – Board Consideration and Possible Approval of Variance Request per Ordinance No. 04-20 from CHLT Water Group and Hammar Water Co-op**

## **BACKGROUND AND DISCUSSION**

At its December 17, 2020 meeting, the Board adopted an amendment to Ordinance No. 01-20 with the Second Read of Ordinance No. 04-20. The adoption of Ordinance No. 04-20 includes the addition of Article 8 to Ordinance No. 01-20 which states the following:

### **ARTICLE 8. VARIANCE REQUEST FOR QUALIFYING SMALL MUTUAL WELL OWNERS/OPERATORS**

*Small mutual and co-op well owners/operators, and others that can demonstrate pumping volumes of under 10af per year, may apply in writing for a Board variance to the requirements of Article 2 and Article 3 of this Ordinance. Additionally, those pumping solely for residential purposes that can demonstrate a severe economic hardship may also apply in writing for a Board variance to the requirements of Article 2 and Article 3 of this Ordinance. Requests must be provided in writing to the Clerk of the Board and they must clearly state what is being requested and the justification for the request. The request will be forwarded to the General Manager and Water Resources Manager for review, consideration and Board recommendation. The Board shall consider the request at a subs time the requestor may be asked to provide further support for the request.*

Staff sent a letter to all registered well owners/operators dated May 25, 2023, reminding them of biennial meter testing compliance, per the requirements of Article 3, and that variance requests could be made.

Staff has since received two (2) requests for a variance from Article 2 and Article 3 of Ordinance No. 04-20, requiring meter installation and biennial meter testing, under Article 8 of Ordinance No. 04-20.

### **CHLT Water Group (CHLT)**

CHLT is a small mutual water system pumping solely for residential purposes. According to its response in their Well Registration Form, CHLT consists of four (4) service connections. The system has a connection to another well, in case of emergency, that serves only one (1) of the four

(4) services. CHLT’s treasurer, Edward Tipler, has submitted a request for variance from the provisions of Article 2 and 3 of Ordinance No. 04-20 under claims of economic hardship and water usage of under 10 acre-feet per year (AFY). According to the variance request, water usage from June 1, 2022 to June 1, 2023 was 7.6102 acre-feet as measured by the well meter and 6.998 acre-feet as measured by the sum of individual meters. Mr. Tipler notes that the discrepancy between the two methods is due to a fouled float switch that overflowed their tank in 2021, and that the water loss was paid for through the Groundwater Extraction Fee. Additionally, Mr. Tipler states that well users check the accuracy of the well meter quarterly, and the well meter is checked with the sum of individual meters with well meter readings typically within two percent (2%) of the user totals. This is less than the three percent (3%) error limit for reporting metering equipment for inaccuracy or repair, per Section 3 of Article 3.

**ARTICLE 3. METER TESTING REPORTS AND REPAIRS**  
**Section 3. Inaccuracy Reporting and Repair**

*Metering equipment found to be in error by more than 3 percent (3%) shall be immediately reported to Authority and repaired, or replaced, by the Extractor.*

**Hammar Water Co-op (HWC)**

Hammar is a small water co-op providing groundwater to its members solely for residential purposes. According to its response in their Well Registration Form, Hammar consists of nine (9) service connections. Hammar’s secretary, John Ayres, has submitted a request for variance from the provisions of Article 2 and 3 of Ordinance No. 04-20 under claims of financial hardship and declining water usage to under 10 AFY. According to the variance request, of the nine (9) properties connected to the well, only five (5) properties are currently occupied, with residents of an average age of 70 and most on fixed income. Additional costs associated with Ordinance No. 04-20 would impose a financial hardship on residents. John Ayres’ letter additionally provided historic total water use by the entire co-op:

**2018: 11.35 acre-feet**  
**2019: 9.42 acre-feet**  
**2020: 8.82 acre-feet**  
**2021: 6.75 acre-feet**  
**2022: 6.41 acre-feet**  
**2023: 1.68 acre-feet**

The Board has previously received, reviewed, and approved seven (7) requests for a variance from Article 2 and Article 3 of Ordinance No. 04-20, requiring meter installation and biennial meter testing, under Article 8 of Ordinance No. 04-20.

- (1) Owens Peak West Water Co. is a small mutual water system of 24 connections that pumps solely for residential purposes. A variance request was submitted under claims of financial and economic hardship. According to the variance request, the area served by Owens Peak West consists of widowed or retired residents on fixed income. Additionally, it was indicated that the residents recently had costly upgrades to their storage tanks and pressure

pumps, and the recent extraction fee increase had placed an additional burden on their financial situation.

- (2) Simmons Farm has two wells that serve a single household for agricultural purposes. A request for variance was made under claims of financial hardship as farming activity ceased since the passing of Mr. Simmons and there is no income without active farming. Additionally, the property was intended to be listed for sale.
- (3) Pinon Water Co-op is a small mutual water system that consists of eight (8) service connections. A variance request was submitted under claims of economic hardship and water usage of under 10 AFY. According to the variance request, most of the co-op property owners are either low income or on fixed income, elderly, and some have existing health conditions. The request additionally provided 2020 water usage through November was 5.3 acre-feet.
- (4) Desert Sands Water Co-op is a small water co-op that consists of four (4) service connections. A variance request was submitted under claims of economic hardship and water usage of under 10 AFY. According to the variance request, membership in the co-op had declined from 16 members to 3 and reported pumping for 2020 through October was 2.69 acre-feet.
- (5) China Lake Acres Mutual Water Company is a small mutual water company with 60 connections that pumps solely for residential purposes. China Lake Acres Mutual Water Company submitted a request for variance under claims of financial and economic hardship. According to the variance request, the area served by China Lake Acres Mutual Water Company is predominantly low-income residents that suffered the effects of COVID-19 and the costs of purchasing and testing new meters would have placed financial burden on the low-income residents.
- (6) Northeast Leliter Water Co-op is a small water co-op with fifteen (15) active service connections and two wells, with only one active well. A variance request was submitted under claims of financial and economic hardship. According to the variance request, the Northeast Leliter Water Co-op water system needed a number of infrastructure needs including repairs on the second well, a new storage tank, and a new well pump, and the additional requirements of Ordinance No. 04-20 would place a financial burden on the co-op's residents.
- (7) J. Freeman is the only non de minimis user in his water co-op that has a single shared well with four (4) connections. The well is not equipped with a master flow meter, but each party has water meters installed on their main water lines. In his request, Mr. Freeman demonstrated that historic total water use by the entire co-op was under 10 AFY from 2017 to 2020.

At its December 17, 2020 meeting, the Board approved variance requests for Owens Peak West Water Co., Simmons Farm, Pinon Water Co-op, and Desert Sands Water Co-op. At its January 21, 2021 meeting, the Board approved variance requests for China Lake Acres Mutual Water



Company and Northeast Leliter Water Co-op. At its March 10, 2021 meeting, the Board approved a variance request for J. Freeman.

**RECOMMENDED ACTION**

Staff recommends Board approval of variance requests for CHLT Water Group and Hammar Water Co-op. In addition, staff recommends consideration of consolidation with the Indian Wells Valley Water District for CHLT Water Group as the well is located within the vicinity of Indian Wells Valley Water District's water distribution system.

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**IWVGA ADMINISTRATIVE OFFICE**  
*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** August 23, 2023  
**FROM:** IWVGA Water Resources Manager  
**SUBJECT:** **AGENDA ITEM 19 – WATER RESOURCES MANAGER’S REPORT**

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Presented below are brief updates on the status of grant funding, GSP Implementation Projects and Management Actions, and Miscellaneous Items.

**AGENDA ITEM 19a – GRANT FUNDING UPDATE**

Proposition 1 Update

- Invoice #15a
  - Covers April 2022 through June 2022
  - Total requested payment after retention: **\$17,532.41**
  - Status: Approved, awaiting payment
- Invoice #16a
  - Covers July 2022 through September 2022
  - Total requested payment after retention: **\$21,049.59**
  - Status: Under DWR review – revisions submitted to DWR.
- Invoice #17a:
  - Covers October 2022 through December 2022
  - Total requested payment after retention: **\$7,817.63**
  - Status: Under DWR review – revisions submitted to DWR.

Proposition 68 Update

- Invoice #16b
  - Covers July 2022 through September 2022
  - Total requested payment after retention: **\$6,380.65**
  - Status: Approved, awaiting payment
- Invoice 17b:
  - Covers October 2022 through December 2022
  - Total requested payment after retention: **\$3,062.50**
  - Status: Approved, awaiting payment

### Proposition 1/68 Grant Closeout

- Retention invoices for Proposition 1 and Prop 68 in the amount of \$187,678.87 and \$32,941.39, respectively were submitted to DWR on February 28, 2023. The Proposition 1 retention invoice was revised on May 18 per DWR's request.

### SGMA Implementation Round 1 Update

- Invoice #2
  - Covers October 2022 through December 2022
  - Total requested payment: **\$ 332,985.58**
  - Status: Minor revisions requested by DWR.
- Invoice #3
  - Covers January 2023 through March 2023
  - Total requested payment: **\$435,887.19**
  - Status: Under DWR review
- Invoice #4
  - Covers April 2023 to June 2023
  - Due August 31, 2023

### Urban Community Drought Relief Program Update

- The IWVGA has been awarded \$3,345,000 to consolidate shallow well system(s) into a public water system.
- Preliminary grant management tasks and coordination with DWR are underway.
- DWR is currently reviewing the draft grant agreement and finalizing it for signature/execution.

## **AGENDA ITEM 19b – GSP IMPLEMENTATION PROJECTS / MANAGEMENT ACTIONS UPDATE**

### Recycled Water Program

- U.S. Bureau of Reclamation Title XVI Feasibility Study
  - Board authorized Water Resource Manager to submit Title XVI Feasibility Study to U.S. Bureau of Reclamation (BOR) at the March 8, 2023 Board Meeting
    - BOR completed review of the Feasibility Study and requested clarification on some items.
    - Water Resource Manager has submitted a response to BOR's request and a revised Feasibility Study.

### Imported Water Project

- Imported Water Pipeline Alignment Study
  - Submitted to DWR on July 18, 2023

- Imported Water Pipeline Design Services
  - Coordination Meetings:
    - July 10, July 17, July 31, and August 14: Bi-weekly with Staff, Environmental and Right-of-Way Consultants
    - Bi-weekly meetings with BLM
      - Resubmitting SF-299 Application
    - Ongoing coordination with State Water Resources Control Board Division of Drinking Water (DDW), IWWWD, Caltrans, United Pacific Rail Road, and Southern California Edison (SCE)
      - Method of Survey Study to SCE being reviewed by SCE Bishop office
      - Coordinating Consent Agreement for transmission crossings along Garlock Road and an Encroachment Agreement with SCE for crossing all lines 33 Kilovolt (kV) and less.
      - Pending receipt of United States Army Corps of Engineers (USACE) and State Water Resources Control Board (SWRCB) waiver letters
      - Drafting California Department of Fish and Wildlife Lake and Streambed Alternation Agreement (LSA)
      - Received approval of Cal Trans permits for geotechnical borings
  - Continuing soils borings in California City and Kern County right-of-way
  - Continuing utility research and trenchless crossing identification
  - Staff provided comments on draft Preliminary System Hydraulics Technical Memorandum
  - Submitted Sub-Regional Power Availability and Coordination with SCE Technical Memorandum for Staff review
  - Submitted Pipe Optimizations and Refinements Technical Memorandum for Staff review
  - Submitted draft Preliminary Design Report for Staff review
  - Next Steps:
    - Start geotechnical borings in BLM land
    - Finalize Sub-Regional Power Availability and Coordination with SCE, Pipe Optimizations and Refinements, and Preliminary System Hydraulics Technical Memorandum
    - Next Milestones
      - Finalize Preliminary Design Report
      - Provide 30% Design Submittal by November 2023
- Imported Water Pipeline Environmental Services
  - Coordination Meetings
    - July 10, July 17, July 31, and August 14: Bi-weekly coordination meetings with Staff, Design and Right-of-Way Consultants
    - Biweekly meetings with BLM
    - Continuing coordination with the California Department of Fish and Wildlife, United States Army Corps of Engineers, and State Water Resources Control Boards
  - Continue aquatic delineations
  - Staff provided comments on draft Wildlife Survey Report, Rare Plant Survey, and

- Administrative Draft Initial Study/Mitigated Negative Declaration
- Submitted and received comments from Staff on the draft Biological Evaluation/Biological Assessment and Energy Impact Assessment Technical Studies
- Submitted the Noise & Groundborne Vibration Impact Analysis and Air Quality & Greenhouse Gas Impact Analysis Technical Studies for Staff review
- Posted the CEQA Notice of Preparation and Public Scoping Meetings in the Ridgecrest Daily Independent on July 26, 2023 and Mojave Desert News on July 27, 2023, on the Authority website, and sent Notice to interested parties through e-mail and physical mail
  - Scoping Meetings are planned for:
    - In the City of Ridgecrest
      - Date: Wednesday, August 23rd, 2023
      - Time: 5:30 P.M. to 7:00 P.M.
      - Place: Kerr McGee Community Center. Located at 100 W California Avenue, Ridgecrest, CA 93555
    - In California City
      - Date: Thursday, August 24, 2023
      - Time: 5:30 P.M. to 7:00 P.M.
      - Place: Kern County Library - California City Branch. Located at 9507 California City Blvd, California City, CA 93505
- Next Steps:
  - Begin BLM cultural survey, geotechnical and biological monitoring
  - Finalize draft Alternatives Analysis, Environmental Impact Report, and BLM Environmental Assessment
  - Next Milestones:
    - Finalize NEPA compliance for geotechnical borings and environmental surveys/ studies within BLM property
    - Conduct technical analyses/ Special Studies within BLM land by November 2023
- Imported Water Pipeline Right-of-Way Services
  - Coordination Meetings:
    - July 10, July 17, July 31, and August 14: Bi-weekly coordination meetings with Staff, Design and Environmental Consultants
  - Obtained 48 Right-of-Entry agreements from property owners for 48 parcels along the alignment to allow performance of biological/technical studies and geotechnical borings
  - Coordinating with California Fish and Wildlife regarding County Right of Way
  - Next Steps:
    - Continue obtaining Rights of Entry from property owners along the pipeline alignment to allow performance of biological/technical studies and geotechnical borings
  - Next Milestone:
    - Provide a Right of Way Acquisition Plan by June 2024
- US Army Corps of Engineers Planning Assistance to States (PAS) Program

- Staff provided an updated proposed list of project scope, tasks, and deliverables for Army Corps review
  - Next Steps:
    - Meet with Army Corps to finalize project scope and execute agreement

**AGENDA ITEM 19c – MISCELLANEOUS ITEMS**

**Data Collection and Monitoring**

- July 7<sup>th</sup> GWMP datalogger maintenance
- July 19<sup>th</sup> Access to former sawmill wells established with locking caps
- August 15-17 Additional groundwater level monitoring and datalogger download for wet year conditions (DWR supplemental monitoring) and LADWP emergency releases

**GSP Model Configuration Management Plan (CMP)**

- 2020 GSP Model file transfer between DRI and WRM
- Continued discussions with DRI and WRM regarding model updates
  - Bi-weekly discussions w.r.t. model development

**CMP Timeline**

- 2023: Aug 8 TMG mtg to discuss conceptual model and structural revisions/update
- Aug 17 DRI/WRM mtg to discuss model revisions, clay extents, and layering
- Development of historical and baseline data assumptions using reported pumping
- September - planned review of model revisions and calibration
- EOY Model Sensitivity/Uncertainty, and Baseline for 5-Year GSP Report
- 2024: Modeling Scenarios for 5-Year GSP Report

**Subflow from Rose Valley to IWV**

- July 19<sup>th</sup> Locate/stake take potential RVS-north replacement locations
- August 2<sup>nd</sup> Biological survey of two potential monitoring well replacement sites
- August 4<sup>th</sup> Submit Inyo Well Replacement and NW Shallow Seismic projects for Navy/Coso FY 2024 consideration
- August 18<sup>th</sup> On-site meeting w/ BLM, driller, biologist, geologist - RVS-2 proposed location

**LADWP Emergency Releases (March 29<sup>th</sup> through July 18<sup>th</sup>)**

All releases discontinued on July 18<sup>th</sup>

Northern Indian Wells Valley Stream Channels:

Boulder Draw	489 AF	April 2 to April 18
<u>Indian Wells</u>	<u>512 AF</u>	<u>April 5 to May 26</u>
Total North	1,001 AF	

El Paso Subarea:

Freeman Wash	6,969 AF	Mar 29 to July 18
Sage Canyon	1,211 AF	April 9 to July 7
<u>Bird Springs</u>	<u>830 AF</u>	<u>April 2 to May 5</u>
Total El Paso	9,010 AF	

Total Indian Wells Valley Basin: 10,011 AF

**ACTION(S) REQUIRED BY THE BOARD**

There are no actions required by the Board.



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To: Carol Thomas-Keefer, General Manager Indian Wells Valley Groundwater Authority

From: Jeff Simonetti, SVP Capitol Core Group

cc: Steve Johnson, Stetson Engineers  
Michael W. McKinney, President Capitol Core Group  
Todd Tatum, SCA Capitol Core Group

Date: August 23, 2023

Subject: Project Update Memorandum – July/August 2023 Activities

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The following will provide activities and updates for the month of July 2023. However, since the Board meeting was postponed until the end of the month, we have also added in further discussions regarding bill activity that has taken place in August.

### **Task 1: Imported Water Supplies**

In July, Capitol Core continued conversations with our various interconnection project partners regarding imported water supplies and the associated proposed agreements. We also assisted the team at Stetson and Provost and Pritchard regarding coordination on the engineering and environmental studies moving forward. Finally, we continued to pursue further long-term water supplies that the Indian Wells Valley needs to support the region and implement the GSP.

### **Task 2: Interconnection Pipeline Project**

#### **Updated Report – *Water Resources Development Act of 2024***

See separate action item.

#### **Updated Report – Fiscal Year 2024 Appropriations**

More than \$100 billion separates the House and Senate appropriations bills. With a deadline of September 30, 2023, to avoid a government shutdown, Conference Committee Members and Leadership will need to resolve their differences.

The divide might get even bigger if House conservatives can insert additional spending cuts into the chamber's bills. House Republicans failed to hold a vote before the August recess on their Agriculture-FDA appropriations bill as conservatives pushed for more cuts. Couple that with the fact that the House of Representatives doesn't return until September 12<sup>th</sup> and still needs to report two Appropriations bills (Labor-HHS-Education and Commerce-Science-Justice) and then pass 11 of the 12 bills on the Floor prior to Conference Committees. Intra-party squabbling forced the House to scuttle the vote on the Agriculture bill. Moments before, the House squeaked through

the Military Construction and Veterans Affairs spending bill which is considered one of the least contentious of the bills.

The situation marks the rare occurrence in which Senate appropriators finish marking all of their bills before the House of Representatives<sup>4</sup>. It is also highly uncommon for spending bills to include more money than their official allocations, but this year’s funding debate has been driven by divergent views on those differences.

**House, Senate Spending Bills Go Beyond Formal Allocations**

Redirected rescissions among tactics to spend more than initial allocations

Bill	Senate summary level (in billions)	Senate allocation	House summary level	House allocation	2023 levels, per CBO
Agriculture-FDA	\$26.0	\$26.0	\$25.3	\$17.8	\$25.5
Commerce-Justice-Science	71.7	69.6	58.4	58.7	82.4
Defense	831.8	823.3	826.5	826.4	797.7
Energy and Water	58.1	56.7	58.0	52.4	54.0
Financial Services	41.2	16.8	25.3	11.3	27.6
Homeland Security	61.3	56.9	91.5	62.8	60.7
Interior-Environment	42.7	37.9	34.8	25.4	38.9
Labor-HHS-Education	224.4	195.2	147.0	147.1	207.4
Legislative Branch	6.8	6.8	6.7	6.7	6.9
Military Construction-VA	154.4	154.4	155.7	155.7	154.2
State and Foreign Operations	61.6	58.4	52.5	41.4	59.7
Transportation-HUD	98.9	88.1	90.2	65.2	87.3
<b>Total</b>	<b>1,678.9</b>	<b>1,590.0</b>	<b>1,571.9</b>	<b>1,471.0</b>	<b>1,602.2</b>

Source: House, Senate Appropriations Committee bill summaries

Bloomberg Government

**Task 3: Water Recycling Plant**

**Updated Report** – U.S. Bureau of Reclamation, Title XVI Program/All Federal Funding

See separate agenda item.

**Updated Report** – Fiscal Year 2024 Appropriations

Please see above.

**Task 4: Wastewater Treatment Plant**

**Updated Report** -- *National Defense Authorization Act of 2024* (federal-DCIP provisions)

The NDAA-24 has passed both Houses of the Congress and now awaiting Conference Committee to reconcile major differences between the versions.

**New Report** – *Fiscal Year 2024 Defense Appropriations Act (federal DCIP provisions)*

See above report on Fiscal Year 2024 Appropriations.

**Task 5: Other Projects Supporting the GSP**

OTHER FEDERAL LEGISLATIVE UPDATES:

**New Report** – S. 2102 (Wyden, D-OR) – *Water Conservation and Farming Act of 2023*

Added to “Watch Bill” list (monitor) – S. 2102 establishes/authorizes the “Infrastructure Development” program within the USBR providing a new programmatic funding and project authorization opportunity. As currently drafted, the bill would provide funding through USBR to eligible projects (interconnection and water recycling). S. 2102 is pending hearing in the Senate Energy & Natural Resources Committee. Appropriations concerns and debt ceiling limitations will factor into this legislation’s progress. IWVGA has taken no public position on the bill and Capitol Core is simply monitoring at this point.

**Updated Report** – S. 2166 (Padilla, D-CA) – *The Voluntary Agricultural Land Repurposing Act*

Added to “Priority Bill” List (no public position taken) – U.S. Senator Alex Padilla has released the Voluntary Agricultural Land Repurposing Act, a bill that would largely match the California Multi-benefit Land Repurposing Program. As Capitol Core has pointed out in the past two years, the State of California has sponsored the Muti-Benefit Land Repurposing Program which allows GSAs to make an application to the State to potentially receive grant funding to repurpose agricultural land into a less water intensive use. The program would allow successful applicants to purchase and repurpose agricultural lands into natural habitat, parks, and other eligible uses.

The federal program, if passed, would create a similar program to provide funding from the federal level for these types of improvements. You can see the press release from the bill [here](#). The Bill, S.2166, was introduced on June 22<sup>nd</sup> and had its first hearing before the Committee on Energy and Natural Resources on July 19<sup>th</sup>. It is waiting further action in the Senate after the summer recess.

STATE LEGISLATIVE UPDATES:

**Updated Report** – AB 444 (Addis): California Defense Community Infrastructure Act

The Cal-DCIP bill passed the Senate Committee on Governance and Finance by Unanimous Consent (8-0) on June 21, 2023. On July 3<sup>rd</sup>, the bill went before the Senate Committee on Appropriations and was placed on Suspense File, a standard procedure for most bills that have an appropriations component. The bill must be removed from Suspense file, passed in the Senate and returned to the Assembly for concurrence with Senate amendments prior to being enrolled. On behalf of the City of Ridgecrest and IWVGA, Capitol Core is leading the coalition and lobbying efforts on this legislation. We anticipate that the hearing to move the bill off of Suspense File will take place in late August.

#### **Updated Report – AB 560 (Bennett): Groundwater Adjudications**

AB 560 requires the court to seek a nonbinding opinion from the State Water Resources Control Board prior on a proposed settlement to a groundwater adjudication. The nonbinding advisory opinion requires the Board to provide information to the court as to whether or not the judgement would substantially impair the GSA and/or the DWR/Board from achieving the requirements under SGMA. The Board is required to consult with DWR in developing its advisory opinion. The bill is sponsored by the California Alliance for Family Farmers (CAFF) which represents small farming operations throughout the State.

AB 560 passed the Senate Committee on Natural Resources and Water by a vote of 6-3 (2 Members not voting) and passed the Senate Committee on the Judiciary on July 11. Finally, the bill went before the Senate Appropriations Committee on August 14<sup>th</sup> and was placed on Suspense File. IWVGA sponsored amendments strengthening the position of the Board's review relative to an approved Groundwater Sustainability Plan and the author accepted them. They are now in print.

#### **Updated Report – AB 779 (Wilson): Groundwater Adjudications**

AB 779 would require the plaintiff and defendant involved in an adjudication to forward all relevant pleading and briefing materials to the Department of Water Resources after a decision has been rendered by the court. The bill would require the department to post the documents on its internet website in the interest of transparency and accessibility, as specified. The bill would require the court to invite a representative from the department or the State Water Resources Control Board to provide technical assistance or expert testimony on the amount of water in the basin subject to adjudication, equitable and sustainable pumping allocations for the basin, and sustainable groundwater management best practices and recommendations. The bill would require the court to take into account the needs of small farmers and disadvantaged communities, as those terms are defined, when entering a judgment.

The bill would require a groundwater sustainability agency with jurisdiction over a basin subject to an adjudication proceeding to submit a comprehensive monitoring plan to the court, and to report monitoring data to the court and the department. The bill would prescribe pumping restrictions on groundwater users during an adjudication proceeding. The bill would require a groundwater sustainability agency to hold a public meeting to explain the adjudication process to water users within its basin and the public upon receiving notice that an adjudication has commenced in its basin. The bill would authorize a groundwater sustainability agency to invite the state board or the department to send a representative to the meeting in order to help explain the adjudication process. The bill is sponsored by CAFF.

AB 779 passed the Senate Committee on Natural Resources and Water by a vote of 7-3 (1 Member not voting). IWVGA sponsored amendment to remove enactment dates were supported by the Committee and accepted by the Author during Committee. IWVGA concerns have been removed. The bill passed the Senate Judiciary Committee on July 11 and has a hearing before the Senate Appropriations Committee on August 21<sup>st</sup>.

#### **Updated Report – AB 1205 (Bauer-Kahan): Water Purchase, Sale, Lease and Transfer from Agriculture Properties.**

On July 10<sup>th</sup>, the author accepted an amendment in the nature of a substitute that turns the bill into a study bill. The study will review water rights transactions in the state regarding pricing and how these transactions may affect communities and water purchasers. The study is due on or before January 1, 2027. With the amendment, IWVGA removed its opposition to the bill. The bill is currently in Senate Appropriations and will have a hearing on August 21<sup>st</sup>.

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