

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

BOARD OF DIRECTORS

A G E N D A

Wednesday, July 14, 2021

Closed Session 10:00 a.m.

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

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. Telephonic participation by members of the Board and staff is expected.*

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. PUBLIC COMMENT ON CLOSED SESSION

3. CLOSED SESSION

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS –
(Government Code Section 54956.8) - Property: State Water Project Importation;
Agency Negotiator: Capitol Core Group; Negotiating Parties: Various; Under
Negotiation: Price and terms of payment.
- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
(Government Code Section 54956.9(b)) - Number of cases: (2)
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9): IWVGA v. Frank Bellino (BCV-21-100415)

- 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.

- 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.

4. 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.

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

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

6. CONSENT AGENDA

- a. Approve Minutes of Board Meeting June 9, 2021
- b. 90 Day check-in from Regional Government Services
- c. Approve Expenditures
**To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>*
 - i. \$50,463.44 – Stetson Engineers – (Replenishment Fee)
 - ii. \$19,168.75 – Regional Government Services – (Extraction Fee / Replenishment Fee)
 - iii. \$10,287.50 – Capitol Core Group – (Replenishment Fee)
 - iv. \$45,279.30 – California Rural Water Association (May / June) (Prop. 1 Grant – SDAC)

7. WATER RESOURCES MANAGER REPORT

- a. Proposition 1 Grant Status Update
- b. Proposition 68 Grant Status Update
- c. Recycled Water Program Update
- d. Navy/COSO Royalty Fund 2021 Project(s)
- e. GSP Planned Projects – Project No. 4 Shallow Well Impact Mitigation Program Update
- f. GSP Planned Projects – Project No. 1 Surface Percolation Replenishment Update
- g. Technical Support Services Agreement Status Update
- h. IWVGA / Desert Resource Institute Basin Model Transfer – Configuration Management Plan Status Update
- i. GSP Groundwater Dependent Ecosystems (GDE's) Update
- j. Prop 1 Work Daily Management Task Systems – Monitoring Wells on Navy Property
- k. Estimated Total Basin Pumping (previous 12 months)

8. AGREEMENT WITH BROWN ARMSTRONG TO CONDUCT THE 2020 FINANCIAL AUDIT.

9. GENERAL MANAGER'S REPORT

- a. Monthly Financial Report

- b. Report on IWVGA's Water Marketer (Capitol Core Group)
- c. Severely Disadvantaged Communities (SDAC) Programs Update

10. CLOSING COMMENTS

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

11. DATE OF NEXT MEETING – AUGUST 11, 2021

12. ADJOURN

PUBLIC COMMENT NOTICE

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, relating to the convening of public meetings in light of the COVID-19 pandemic. At this time, the Indian Wells Valley Groundwater Authority is continuing to hold board meetings in order to conduct essential business. 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 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, June 9, 2021; 10:00 a.m.

IWVGA Members Present:

Chairman Scott Hayman, City of Ridgecrest	Carol Thomas-Keefer, IWVGA General Manager
Phillip Peters, Kern County	Keith Lemieux, Legal Counsel
Stan Rajtora, IWVWD	Steve Johnson, Stetson Engineers
John Vallejo, Inyo County	Commander Peter Benson, 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, Steve Johnson, Commander Peter Benson, and Thomas Bickauskas.

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

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

1. CALL TO ORDER:

The meeting is called to order by Chairman Hayman at 10:05 a.m.

2. PUBLIC COMMENT ON CLOSED SESSION:

None.

Chairman Hayman calls the meeting into Closed Session at 10:06 a.m.

3. CLOSED SESSION:

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS – (Government Code Section 54956.8) - Property: State Water Project Importation; Agency Negotiator: Capitol Core Group; Negotiating Parties: Various; Under Negotiation: Price and terms of payment.
- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(b)) - Number of cases: (2)
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9): IWVGA v. Frank Bellino (BCV-21-100415)
- 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.
- 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.

Closed Session adjourned at 11:08 a.m.

4. OPEN SESSION:

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

a. Report on Closed Session:

Counsel Lemieux reports the Board has given direction to Capitol Core Group to move forward with negotiations with potential import water supply partners. Lemieux states there is no reportable action in regard to the litigation items that would require disclosure under The Brown Act.

b. The Pledge of Allegiance is led by Chairman Hayman

c. April Keigwin calls the following roll call:

Chairman Hayman	Present
Vice Chair Rajtora	Present
Director Itnyre	Present
Director Peters	Present
Director Vallejo	Present

5. BOARD TO RECEIVE AND FILE PUBLIC CAPITOL CORE GROUP REPORT DISCUSSING IMPORT WATER PURCHASE NEGOTIATIONS:

Jeff Simonetti from Capitol Core Group provides presentation on import water purchase negotiations (documents made available on the IWVGA website).

The Board hears public comment from Norman Alexander, Shirley (full name not provided), Doug Morgan, and Tyler Montoya.

Before opening the Public Hearing, Vice Chair Rajtora excuses himself from both agenda items six and seven due to conflict of interest for the Indian Wells Valley Water District.

Counsel Lemieux states he has not advised Vice Chair Rajtora of any conflict nor does Counsel Lemieux agree there is in fact a conflict and this decision has been made solely by the Indian Wells Valley Water District.

6. PUBLIC HEARING AND POSSIBLE ORDER ON MOJAVE PISTACHIOS (AND THE NUGENT FAMILY TRUST) FOR FAILURE TO PROPERLY REPORT AND PAY REPLENISHMENT FEES:

Special Counsel James Markman provides staff report and resolution (documents made available on the IWVGA website).

Scott Slater, legal counsel of Mojave Pistachios, Anthony Brown from Aquilogic, and Joshua Nugent provide oppositional remarks on behalf Mojave Pistachios.

The Board hears public comment from Jeffrey Gibbons, Renee Westa-Lusk, Regina Trevlin, Claudia Ethun, Joshua Nugent, Chuck Griffin, Doreen Conaway-Baker, Don Decker, Elaine Mead, Mike Neel, Judie Decker, and Shirley Kirkpatrick.

Chairman Hayman calls for a recess at 1:04 pm.

Meeting reconvenes at 1:35 pm.

Motion is made by Phillip Peters and seconded by Scott Hayman to approve the order directing Mojave Pistachios to pay all outstanding Replenishment Fees along with penalties and interest or cease pumping.

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Director Itnyre	Abstain
Director Peters	Aye
Director Vallejo	Aye

7. CONTINUANCE OF PUBLIC HEARING FOR SEARLES VALLEY MINERALS FOR FAILURE TO PROPERLY REPORT AND PAY REPLENISHMENT FEES (Does not include domestic water service provided through Searles Domestic Water):

Special Counsel James Markman provides staff report and resolution (documents made available on the IWVGA website).

Jeffrey Dunn, legal counsel for Searles Valley Minerals (SVM), Burnell Blanchard, Vice President of Operations, and Tim McBride, legal counsel for Searles Domestic Water Company (SDWC), provide oppositional remarks on behalf of SVM and SDWC.

The Board hears public comment from Priscilla Menenam, Jade Zimmerman, Regina Trevlin, and Mike Neel.

Motion made by Phillip Peters and seconded by Scott Hayman to approve the order directing Searles Valley Minerals to pay all outstanding Replenishment Fees on its commercial production, along with penalties and interest or cease pumping (does not include domestic water service provided through Searles Domestic Water). Motion carries by the following vote:

Chairman Hayman	Aye
Director Itnyre	Nay
Director Peters	Aye
Director Vallejo	Aye

Chairman Hayman calls for a recess at 4:09

Meeting reconvenes at 4:20

8. CONSENT AGENDA:

a. Approve Minutes of Board Meeting May 12, 2021

b. Approve Expenditures

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

- i. \$63,435.63 – Stetson Engineers – (Replenishment Fee)
- ii. \$16,898.75 – Regional Government Services – (Extraction Fee / Replenishment Fee)
- iii. \$15,962.50 – Capitol Core Group – (Replenishment Fee)
- iv. \$750.00 – WaterWise Consulting – (Prop. 1 Grant – SDAC)

Vice Chair Rajtora asks to pull agenda item 8.b.i for further discussion.

Motion made by Phillip Peters and seconded by Scott Hayman to approve Minutes of Board Meeting May 12, 2021, and the following expenditures in the amount of \$16,898.75 to Regional Government Services, \$15,962.50 to Capitol Core Group, and \$750.00 to WaterWise Consulting.

Motion carries by the following roll call vote:

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

Motion made by Stan Rajtora and seconded by Phillip Peters to approve agenda item 8.b.i – Stetson Invoice in the amount of \$63,435.63.

Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Rajtora	Aye
Director Itnyre	Aye

Director Peters Aye
Director Vallejo Aye

9. WATER RESOURCES MANAGER REPORT:

Steve Johnson, Joseph Montoya, Steve Reich and Heather Steele provide updates on the following grants/programs: Prop. 1 Grant Status, Prop. 68 Grant Status, Recycled Water Program, Navy/COSO Royalty Fund 2021 Project(s), GSP Planned Projects – Project No. 4 Shallow Well Impact Mitigation Program, GSP Planned Projects – Project No. 1 Surface Percolation Replenishment Update.

10. GENERAL MANAGER’S REPORT:

Carol Thomas-Keefer provides updates on the following: Monthly Financial Update, Report on IWVGA’s Water Marketer (Capitol Core Group), Severely Disadvantaged Communities (SDAC) Program, and Delinquent Accounts (documents made available on the IWVGA website).

The Board hears public comment from Nick Panzer.

11. PUBLIC COMMENT

The Board hears public comment from Judie Decker, Renee Westa-Lusk, and Jade Zimmerman.

12. CLOSING COMMENTS:

Vice Chair Rajtora asks for clarification on his questions regarding the annual report that he brought up at the last board meeting. Rajtora requests IWVGA resume to open meetings. He asks for an update on the Transient Pool and Fallowing Program at next month’s meeting as well as a priority list for critical projects. Rajtora would like to see staff begin working on the 2020 financial audit.

Director Vallejo would like to begin discussions on a pipeline project to serve SDWC. Vallejo further asks Steve Johnson to present the cost of importing non-treated water from AVEK. Vallejo commends the Board for getting through the tough day and recognizes the difficult decisions they are required to make but highlights the importance of moving forward to reach IWVGA’s ultimate goal of groundwater sustainability.

Director Itnyre reiterates Vallejo’s sentiments, and looks forward to further discussions on a pipeline project to serve SDWC.

Chairman Hayman states that should California open back up on June 15 the Board will discuss the possibility of re-opening for physical attendance.

13. DATE OF NEXT MEETING – July 14, 2021

14. ADJOURN:

Chairman Hayman adjourns the meeting at 5:10 p.m. on June 9, 2021.

Respectfully submitted,

April Keigwin
Clerk of the Board
Indian Wells Valley Groundwater Authority

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June 28, 2021

Board of Directors
INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
100 West California Avenue
Ridgecrest, CA 93555

RE: 90-Day Status and Assessment

Dear Board Members:

At the February 10, 2021, meeting of the Indian Wells Valley Groundwater Authority (IWVGA), you approved the proposed agreement between Regional Government Services (RGS) and IWVGA for comprehensive agency administrative services. (Copy of agreement and scope of work attached.)

Because the level of staffing effort and available resources were unclear and difficult to estimate prior to the start of the contract, the agreement provides for a review and assessment to be performed after 90 days and again after 180 days. This assessment is intended to provide an opportunity for RGS to present its findings and progress, and make recommendations for moving forward; it is also an opportunity for the Board to ensure that RGS is on track to meet your expectations. Therefore, in accordance with the agreement, RGS is pleased to provide the following report on progress and summary of the various activities and accomplishments undertaken by RGS staff on behalf of IWVGA over the past 90 days.

Initial Steps – Accomplished/In Progress

The following activities were identified as Initial Steps to be undertaken by RGS upon execution of the agreement:

- **Assign an RGS employee to serve as General Manager. Status: Complete.** Veteran groundwater resource manager Carol Thomas-Keefer has been assigned to serve as the IWVGA General Manager.
- **Develop transition plan for activities, data, records, and any IWVGA-owned office equipment or software assets. Status: Complete.** IWVGA records, files, and administrative data have been transferred to IWVGA/RGS staff. Additionally, RGS executed a lease for office space from the City of Ridgecrest. Physical files and supplies have been relocated and this location now serves as the IWVGA office.
- **Assign Clerk of the Board services. Status: Complete.** RGS has retained April Keigwin, former acting IWVGA Clerk of the Board, to continue to provide administrative and clerical services. April also provides a local presence for RGS staff serving IWVGA.
- **Transition Agency financial records and transactional workflows to RGS. Status: In progress.** RGS staff has been working with water district and county personnel to obtain

financial data; this effort is still in progress. RGS staff has also prepared a new draft financial statement, with improvements in progress.

- **Establish protocols for legacy systems, if any; and for communication channels between RGS staff and IWVGA staff to ensure completeness of transition. Status: In progress.** RGS staff has been working closely with IWVGA attorneys and member administrative managers to transition IWVGA staff activities. Frequent contact among all involved staff, including regular and as-needed meetings, phone calls and daily correspondence, provides the framework for open and effective communication among all involved RGS/IWVGA staff. Legacy accounting systems will be proposed to transition to new MIP fund accounting software currently being deployed with other RGS agency partners.

Sufficiency of Staffing Levels

The RGS agreement proposed an initial staffing level based on member agency labor estimates; the proposal also minimized management time in an effort to keep IWVGA administrative costs to a minimum, but with an expectation that actual hours would be tracked, compared to budget, and revisited to determine if contracted amounts were meeting IWVGA needs. Currently, the RGS agreement provides for 35.5 hours per week of staff time, allocated as follows:

Position	Hours/Week
General Manager	10
Clerk of the Board	18
Accounting Manager	1.5
Accountant	6

Actual time billed for the months of March, April and May indicate that managerial and accounting support has remained within estimates; however, administrative/Clerk of the Board duties have required nearly the double the estimated hours per week. Some of this additional time can be attributed to the transition, but most is the result of additional duties now required of the Clerk of the Board that were not included in her responsibilities when the original estimate was developed. RGS will continue to monitor staffing level needs and provide an update and recommendations with the 6-month status report.

Conclusion and Recommendations

IWVGA now has an independent staff and office location, and staff is working to evaluate and improve upon existing work processes, such as processing monthly statements to well owners and collection of delinquent accounts. Accounting and financial reporting continues to be the area where IWVGA requires most support. Staff is working with only partial data to prepare financial reports, and is waiting for a response from Kern County to its May 12th request for draft 2020 and Q1 2021 financial statements. This request was to support an effort to finance a Table A entitlement purchase. This information and more will be needed to support the 2020 audit which is proposed to begin in August. Additionally, as previously noted, RGS staff will propose transitioning to the MIP fund accounting software and will include details of the cost and requirements in the upcoming 6-

Board of Directors, IWVGA

June 28, 2021

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month status check. Finally, as noted, we will review workloads and staffing needs and provide an updated recommendation, if appropriate.

Thank you for the opportunity to provide administrative services to IWVGA. RGS staff looks forward to reviewing this report and our recommendations with you. In the meantime, if you have any questions regarding any of this information, please don't hesitate to contact me at either sselivanoff@rgs.ca.gov or 650-587-7315.

Sincerely,

A handwritten signature in cursive script that reads "Sophia Selivanoff". The signature is written in black ink and is positioned below the word "Sincerely,".

Sophia Selivanoff, Deputy Executive Director
REGIONAL GOVERNMENT SERVICES AUTHORITY

**INDIAN WELLS VALLEY GROUNDWATER
AUTHORITY AGREEMENT NO. 01-21**

**PROFESSIONAL SERVICES AGREEMENT FOR GENERAL MANAGEMENT
AND ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into this 10th day of February, 2021 ("Effective Date"), by and between Indian Valley Wells Groundwater Authority ("IVWGA"), and Regional Government Services Authority ("Consultant").

RECITALS :

A. WHEREAS, IVWGA proposes to utilize the services of Consultant as an independent contractor to provide comprehensive administration services to IVWGA ("Project"), as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, no official or employee of IVWGA has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY RGS

1.1. Scope of Services. Consultant shall provide the services described in the attached **Exhibit A**. The services may be amended, at IVWGA's discretion, by way of a written directive from IVWGA.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise IVWGA of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of IVWGA. Consultant agrees to perform all the work to the complete satisfaction of the IVWGA and within the hereinafter specified. Evaluations of the work will be done by IVWGA at 3 months and 6 months following the date of agreement to clarify findings and expectations. If the quality of work is not satisfactory, IVWGA in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is

satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless IVWGA from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against IVWGA for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Services, and shall indemnify, defend and hold harmless IVWGA, its officers, employees or agents, against any such fees, assessment, taxes, penalties or interest levied, assessed or imposed against IVWGA hereunder.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.7. Non-Exclusive Agreement. Consultant acknowledges that IVWGA may enter into agreements with other Consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8 Representatives and Personnel of Consultant. RGS will designate individual RGS employees as "principals" of Consultant ("Principals"). The designated principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals.

In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of principal personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.. Additionally, Consultant shall utilize only competent personnel to perform the Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify IVWGA of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services, prior to and during any such performance.

1.9. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of IVWGA. Consultant may engage a subConsultant(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.10. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of IVWGA. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by IVWGA. IVWGA shall grant such authorization if disclosure is required by law. All IVWGA data shall be returned to IVWGA upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement. If Consultant, or any officer, employee, agent or subcontractor of Consultant provides any information or work product in violation of this Agreement, then IVWGA shall have the right to reimbursement and indemnity from Consultant for any damages, costs, and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit B** attached hereto and made a part of this Agreement (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless IVWGA, prior to Consultant's performance of the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to IVWGA for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to IVWGA's sole satisfaction. IVWGA shall pay Consultant's invoice within thirty (30) days from the date IVWGA receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to IVWGA for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall be completed in accordance with Section 4.1 of this Agreement. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on February 10, 2021, and shall continue for 1 year after the Effective Date, unless previously amended in accordance with Section 3.1 of this Agreement or unless terminated as provided herein.

4.2. Notice of Termination. IVWGA reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon the termination date specified in the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by IVWGA.

Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to IVWGA.

4.3. Compensation. In the event of termination by IVWGA, IVWGA shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of IVWGA's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to IVWGA or in the possession of the Consultant.

In the event of termination, without cause, by Consultant, Consultant shall reimburse IVWGA for additional costs to be incurred by IVWGA in obtaining the work from another consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to IVWGA within ten (10) days of delivery of termination notice to Consultant, at no cost to IVWGA. Any use of uncompleted documents without specific written authorization from Consultant shall be at IVWGA's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by IVWGA:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the IVWGA, its officers, agents, employees, and volunteers arising from work performed by Consultant for the IVWGA and to require each of its subConsultants, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "Indian Valley Wells Groundwater Authority and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with IVWGA; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to IVWGA."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects Indian Valley Wells Groundwater Authority, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by Indian Valley Wells Groundwater Authority shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Indian Valley Wells Groundwater Authority, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by IVWGA. No policy of insurance issued as to which IVWGA is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to IVWGA certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by IVWGA, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as **Exhibit D** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. Chairman of the Board shall designate a representative from the IVWGA Board for purposes of this Agreement who may issue all consents, approvals, directives and agreements on behalf of IVWGA, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant hereby designates Richard Averett, or his designee, to act as its representative for purposes of this Agreement. Consultant's representative shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Regional Government Services
P.O. Box 1350
Carmel Valley, CA 93924

Tel: 650) 587-7300
Email: contracts@rgs.ca.gov
Attn: Contracts

IF TO IVWGA:

Indian Valley Wells Groundwater
Authority
100 W. California Ave.
Ridgecrest, CA 93555
Tel: 760) 499-5001
Email: rstrand@ridgecrest-ca.gov
Attn: Ron Strand

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Kern County, California.

6.6. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without IVWGA's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of IVWGA's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant shall defend, indemnify, and hold harmless IVWGA, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by IVWGA's sole negligence or willful misconduct.

Should conflict of interest principles preclude a single legal counsel from representing both IVWGA and Consultant, or should IVWGA otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse IVWGA its costs of defense, including without limitation reasonable legal counsel's fees, expert fees, and all other costs and fees of litigation. Consultant shall promptly pay any final judgement rendered against IVWGA (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgement, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee.

However, without affecting the rights of IVWGA under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless IVWGA for liability attributable to the active negligence of IVWGA, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where IVWGA is shown to have been actively negligent and where IVWGA's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of IVWGA.

IVWGA and Consultant mutually waive any and all consequential, special, indirect and punitive damages against each other whether in contract, tort or any other legal theory.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of IVWGA. Consultant shall have no power to incur any debt, obligation, or liability on behalf of IVWGA or otherwise act on behalf of IVWGA as an agent. Neither IVWGA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of IVWGA. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold IVWGA harmless from any and all taxes, assessments, penalties, and interest asserted against IVWGA by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold IVWGA harmless from any failure of Consultant to comply with the applicable worker's compensation laws. IVWGA shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to IVWGA from Consultant as a result of Consultant's failure to promptly pay to IVWGA any reimbursement or indemnification arising under this paragraph.

6.9. Cooperation. In the event any claim or action is brought against IVWGA relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which IVWGA might require.

6.10. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subConsultants in the course of performance of this Agreement, shall be and remain the sole property of IVWGA. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of IVWGA. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of IVWGA and without liability or legal exposure to Consultant. IVWGA shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from IVWGA's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to IVWGA any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by IVWGA or its authorized representative, at no additional cost to the IVWGA.

The IVWGA's ownership of the "documents and materials" described above shall not apply to Consultant's "proprietary information," which means for purposes of this Agreement, all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and, (v) materials and techniques used. Except as otherwise required by law, IVWGA shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by IVWGA in connection with this Agreement. The obligations imposed by this paragraph shall survive any expiration or termination of this Agreement or otherwise. The terms of this paragraph shall not apply to any information that is public information. This paragraph also shall not alter or limit the confidentiality and nondisclosure requirements set forth in this Agreement.

6.11. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subConsultants, pursuant to this Agreement and provided to IVWGA may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs IVWGA of such trade secret. IVWGA will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. IVWGA shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.12. Conflict of Interest. Consultant and its officers, employees, associates and subConsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subConsultants shall not, without the prior written approval of the IVWGA Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subConsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the IVWGA's representative, regarding any services rendered under this Agreement at no additional cost to IVWGA. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to IVWGA, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of IVWGA and to participate in any meeting required with regard to the correction.

6.14 Non-Liability of IVWGA Officers and Employees. No officer or employee of the IVWGA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the IVWGA or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.15. Prohibited Employment. Consultant will not employ any regular employee of IVWGA while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of IVWGA and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

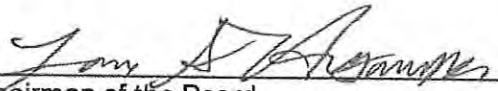
6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.26. Time of Essence. Time is of the essence in the performance of this Agreement.

6.27. Arbitration and Waiver of Jury Trial. The Parties further agree as follows: In the event any dispute shall arise between the Parties to this Agreement, the same shall be resolved by arbitration conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect. Such arbitration shall be conducted at a location within Los Angeles County, California agreeable to both Parties before three (3) arbitrators who shall be selected by mutual agreement of the Parties; if agreement is not reached on the selection of arbitrators within fifteen (15) days, then each of the Parties shall select an arbitrator and the two (2) arbitrators so selected shall select a third. The provisions of the Commercial Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration except that the prevailing party shall be entitled to recover from the other party its attorney's fees and costs actually incurred in such amount as may be determined by the arbitrators.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

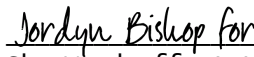
INDIAN VALLEY WELLS
GROUNDWATER AUTHORITY


Chairman of the Board

Date: 2-16-21

REGIONAL GOVERNMENT SERVICES
AUTHORITY

APPROVED AS TO FORM:


Sky Woodruff, Authority Counsel


2/12/2021

Date



Date: 2/12/2021

APPROVED AS TO FORM:


IVWGA Board Attorney

Date: 2/11/21

EXHIBIT A
SCOPE OF WORK

I. Consultant shall perform the following services ("Services"):

A. COMPREHENSIVE ADMINISTRATIVE SERVICES

RGS will provide a range of administrative services to support the Agency's groundwater sustainability mission. A team of RGS employees will deliver comprehensive administration through the implementation of organizational infrastructure and management practices (meeting management, record keeping, financial management, etc.). RGS team members will focus on the administrative operations of the Agency including:

1. Serve as the General Manager to the Agency's Board of Directors.
2. Manage the acquisition of contractors to provide necessary technical services.
3. Coordinate Agency activities with all other member agencies and organizations.
4. Ensure compliance with all state, local, and federal laws.
5. Prepare and implement Agency budgets including short and long term financial strategies.
6. Prepare a Capital Improvement Program and other planning projects as needed.
7. Provide legislative analysis and recommendations to the Board.
8. Work with the Board in developing Agency priorities, implementing Board policies and directives and communicating them to stakeholders.
9. Serve as the principal spokesperson for the Agency at public and professional functions and prepare reports and other materials for Agency meetings; oversee public information programs, and coordinate media relations.
10. Ensure Agency records are maintained and ensure proper noticing and documentation of board actions and minutes.
11. Coordinate development and implementation of a Ground Water Sustainability Plan, achieving the goals outlined in SGMA.

RGS will assign a team of employees to carry out the roles and activities as shown below. The team consists of three (3) key RGS staff, assigned to the roles of General Manager, Clerk of the Board, and Accounting Manager. In addition, the RGS accounting staff will handle AP/AR functions. RGS staff work remotely through various technologies; in-person office attendance will be provided only as necessary. Initially, the 35.5 hours would be allocated among the various roles as shown. This initial estimate of amount and division of administrative work is subject to adjustment as the ebb and flow of agency work dictates.

<u>AGENCY MANAGEMENT</u>	
General Manager	
Hrs./wk.	10
Clerk of the Board	
Hrs./wk.	18
<u>FINANCIAL TRANSACTIONS</u>	
Accounting Manager	
Hrs./wk.	1.5
Accountant (AP/AR)	
Hrs./wk.	6
Total Hrs./wk.	35.5

RGS reserves the right to assign additional cost-comparable RGS resources to deliver the agreed-upon services as emergent circumstances in the Agency require. RGS also requests the designation of an Agency Board representative to serve as liaison with RGS; and requests that formal review meetings be scheduled to review service needs, agency plans, and workload data, and agree on necessary and appropriate adjustments to the services.

B. INITIAL STEPS

RGS desires to provide services that ensure cooperative working relationships with all stakeholders. After executing an agreement with IWWGA, RGS will:

1. Assign an RGS employee to serve as the general manager.
2. Meet with Board and appropriate JPA member agency staff to develop a transition plan for activities, data and records, and any IWWGA-owned office equipment or software assets.
3. Assign Clerk of the Board services.
4. Transition Agency financial records and transactional workflows to RGS.
5. Establish protocols for legacy systems, if any; and for communication channels between RGS staff and JPA member staff to ensure completeness of transition.

EXHIBIT B
FEE SCHEDULE

<u>Role</u>	<u>Hourly Rate</u>
General Manager	\$125
Clerk of the Board	\$100
Accounting Manager	\$135
Accounts Payable/Receivable	\$97

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Invoice

City of Ridgecrest
 Attn: Alan Christensen
 100 W. California Ave.
 Ridgecrest, CA 93555

Invoice Number: 2652-46
Invoice Date: 06/25/21

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

Professional Services through 5/31/2021

Water Resources Management

02.01 - POAM No. 15,16 Prop 1 Grant Administration

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.00	\$230.00	\$230.00
Supervisor I	2.50	\$200.00	\$500.00
Senior Associate	6.00	\$120.00	\$720.00
Associate III	37.00	\$105.00	\$3,885.00
<i>Professional Services Subtotal:</i>			<u>\$5,335.00</u>

Reimbursables	<u>Charge</u>
Reproduction (Color)	\$79.21
Reproduction	\$5.10
Telephone - Conference Call	\$73.66
<i>Reimbursables Subtotal:</i>	
	<u>\$157.97</u>

POAM No. 15,16 Prop 1 Grant Administration Subtotal: \$5,492.97

37 - 2021 SDAC Program Support: Rebate Program

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.75	\$200.00	\$350.00
Associate III	0.50	\$105.00	\$52.50
<i>Professional Services Subtotal:</i>			<u>\$402.50</u>

2021 SDAC Program Support: Rebate Program Subtotal: \$402.50

38 - 2021 SDAC Program Support: Water Auditt, Leak Detection & Repair

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	3.50	\$200.00	\$700.00
Associate III	5.50	\$105.00	\$577.50
<i>Professional Services Subtotal:</i>			<u>\$1,277.50</u>

2021 SDAC Program Support: Water Auditt, Leak Detection & Repair Subtotal: \$1,277.50

40 - 2021 General Engineering

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.00	\$230.00	\$690.00
Supervisor I	7.75	\$200.00	\$1,550.00
Associate I	6.00	\$115.00	\$690.00
Associate III	4.75	\$105.00	\$498.75
<i>Professional Services Subtotal:</i>			<u>\$3,428.75</u>

2021 General Engineering Subtotal: \$3,428.75

41 - 2021 Production Reporting Support



41 - 2021 Production Reporting Support

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	2.25	\$200.00	\$450.00
Associate III	13.00	\$105.00	\$1,365.00
			<u>\$1,815.00</u>

Professional Services Subtotal:

2021 Production Reporting Support Subtotal: \$1,815.00

42 - TSS Coordination: Drilling Support

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	3.75	\$200.00	\$750.00
			<u>\$750.00</u>

Professional Services Subtotal:

TSS Coordination: Drilling Support Subtotal: \$750.00

45 - 2021 Annual Report

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.00	\$230.00	\$230.00
Senior Associate	6.00	\$120.00	\$720.00
			<u>\$950.00</u>

Professional Services Subtotal:

2021 Annual Report Subtotal: \$950.00

46 - 2021 Data Management System Support

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	1.25	\$115.00	\$143.75
			<u>\$143.75</u>

Professional Services Subtotal:

2021 Data Management System Support Subtotal: \$143.75

50 - 2021 Conservation Efforts

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.00	\$230.00	\$230.00
			<u>\$230.00</u>

Professional Services Subtotal:

2021 Conservation Efforts Subtotal: \$230.00

51 - 2021 Meetings and Prep

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	16.50	\$230.00	\$3,795.00
Senior Associate	1.00	\$120.00	\$120.00
Associate III	10.25	\$105.00	\$1,076.25
			<u>\$4,991.25</u>

Professional Services Subtotal:

2021 Meetings and Prep Subtotal: \$4,991.25

52 - 2021 Budget Support

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	0.50	\$120.00	\$60.00
			<u>\$60.00</u>

Professional Services Subtotal:

2021 Budget Support Subtotal: \$60.00

53 - 2021 General Project Management

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	2.50	\$200.00	\$500.00
Senior Associate	0.75	\$120.00	\$90.00
Associate III	1.50	\$105.00	\$157.50
			<u>\$747.50</u>

Professional Services Subtotal:



2021 General Project Management Subtotal: \$747.50

57 - Navy/Coso Royalty Fund: Develop FY22 Project & Secure Funding

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$230.00	\$345.00
<i>Professional Services Subtotal:</i>			<u>\$345.00</u>

Navy/Coso Royalty Fund: Develop FY22 Project & Secure Funding Subtotal: \$345.00

58 - Navy/Coso Royalty Fund: 2021 Rose Valley MW Permitting, Bid Doc Support & Dri

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	0.50	\$230.00	\$115.00
Supervisor I	2.50	\$200.00	\$500.00
Associate I	1.50	\$115.00	\$172.50
<i>Professional Services Subtotal:</i>			<u>\$787.50</u>

Sub-Contractors	<u>Charge</u>
Epsilon Systems Solutions, Inc.	\$3,859.22
<i>Sub-Contractors Subtotal:</i>	
	<u>\$3,859.22</u>

Navy/Coso Royalty Fund: 2021 Rose Valley MW Permitting, Bid Doc Support & Dri \$4,646.72

59 - 2021 Data Collection

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	6.25	\$200.00	\$1,250.00
Associate I	4.00	\$115.00	\$460.00
Assistant I	13.50	\$95.00	\$1,282.50
<i>Professional Services Subtotal:</i>			<u>\$2,992.50</u>
<i>2021 Data Collection Subtotal:</i>			<u>\$2,992.50</u>

60 - 2021 Imported Water: Negotiations and Coordination

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.00	\$230.00	\$230.00
<i>Professional Services Subtotal:</i>			<u>\$230.00</u>

2021 Imported Water: Negotiations and Coordination Subtotal: \$230.00

62 - 2021 Recycled Water

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.50	\$230.00	\$805.00
Supervisor I	2.75	\$200.00	\$550.00
Associate III	16.50	\$105.00	\$1,732.50
<i>Professional Services Subtotal:</i>			<u>\$3,087.50</u>
<i>2021 Recycled Water Subtotal:</i>			<u>\$3,087.50</u>

64 - 2021 Shallow Well Mitigation Program: Outreach & Impacts Evaluation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate III	5.25	\$105.00	\$551.25
<i>Professional Services Subtotal:</i>			<u>\$551.25</u>

2021 Shallow Well Mitigation Program: Outreach & Impacts Evaluation Subtotal: \$551.25

65 - Brackish Water Group Aquifer Performance Test

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$230.00	\$345.00
<i>Professional Services Subtotal:</i>			<u>\$345.00</u>

Brackish Water Group Aquifer Performance Test Subtotal: \$345.00



66 - 2021 Litigation Support – Searles Valley Minerals & Mojave Pistachios

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	24.00	\$230.00	\$5,520.00
Supervisor I	25.50	\$200.00	\$5,100.00
Senior II	6.50	\$145.00	\$942.50
Senior Associate	2.00	\$120.00	\$240.00
Associate I	23.50	\$115.00	\$2,702.50
GIS Manager	1.50	\$115.00	\$172.50
Associate III	23.50	\$105.00	\$2,467.50
Assistant I	4.25	\$95.00	\$403.75
GIS Specialist I	4.50	\$95.00	\$427.50

Professional Services Subtotal: \$17,976.25

2021 Litigation Support – Searles Valley Minerals & Mojave Pistachios Subtotal: \$17,976.25

***Water Resources Management Subtotal:* \$50,463.44**

***** Invoice Total *** \$50,463.44**

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PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
5/31/2021	12118

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

P.O. No.	Due Date	Inv Sent
	6/30/2021	6/14/2021

Date	Description	Amount
5/31/2021	Contract Services for May - please see attached	18,868.75
Total		\$18,868.75

Indian Wells Valley

Month: **May, 2021**

Hours and Rates by Pay Period						
		1st -15th		16th - EOM		Monthly
Advisor Name	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed	
Carol Thomas-Keefer	17.00	\$ 125.00	10.00	\$ 125.00	\$ 3,375.00	
April Keigwin	71.50	\$ 100.00	67.20	\$ 100.00	\$13,870.00	
Jefferson Kise	7.75	\$ 135.00	1.50	\$ 135.00	\$ 1,248.75	
Sandra Strong	3.75	\$ 100.00	0.00	\$ -	\$ 375.00	
Totals	100.00		78.70		\$18,868.75	

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PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
5/31/2021	12191

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

P.O. No.	Due Date	Inv Sent
	7/23/2021	6/25/2021

Date	Description	Amount
5/31/2021	Reimbursable Expenses for City of Ridgecrest Lease payment (\$300 -please see attached)	300.00
Total		\$300.00

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**CAPITOL
CORE
GROUP**

Capitol Core Group, Inc.
205 Cartwheel Bend (Operations Dept.)
Austin, TX 78738 US
949.274.9605
operations@capitolcore.com
www.capitolcore.com

BILL TO

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

INVOICE 2021-040

DATE 07/06/2021 **TERMS** Net 45

DUE DATE 08/20/2021

DATE	ACCOUNT SUMMARY	AMOUNT
06/04/2021	Balance Forward	27,750.00
	Other payments and credits after 06/04/2021 through 07/05/2021	0.00
07/06/2021	Other invoices from this date	0.00
	New charges (details below)	10,287.50
	Total Amount Due	38,037.50

ACTIVITY	HOURS	RATE	AMOUNT
Charges			
Task 1 -- Secure Imported Water Supplies			
Intergovernmental Affairs Water Services Water Agency Supply Calls/Imported Water Supply (various) {Tatum}	1.50	250.00	375.00
Intergovernmental Affairs Water Services Client and internal calls re: Imported Water Supply {Tatum}	2	250.00	500.00
Intergovernmental Affairs Water Services Term Sheet Development {Tatum}	1.50	250.00	375.00
Intergovernmental Affairs Water Services Internal water supply calls, client water supply calls and term sheet development {Simonetti}	1.50	225.00	337.50
Total Task 1 = \$1,587.50 (6.5 hours)			
Task 2 -- Federal Funding Source			
Government Relations:Federal Legislative Affairs Federal Infrastructure Legislation Analysis and side-by-side development {Gillis}	6	125.00	750.00
Government Relations:Federal Legislative Affairs Direct advocacy/interaction w/ Representative Obernolte's office {Simonetti}	2	225.00	450.00
Government Relations:Federal Legislative Affairs FY2022 NDAA Priority items follow-up {Simonetti}	1.50	225.00	337.50
Government Relations:Federal Legislative Affairs Follow-up w/ USEPA on programmatic funding availability WWTP/WRP {Simonetti}	1.50	225.00	337.50

ACTIVITY	HOURS	RATE	AMOUNT
Government Relations:Federal Legislative Affairs Direct Advocacy (split) Federal Infrastructure Legislation (various House/Senate) {McKinney}	4	250.00	1,000.00
Government Relations:Federal Legislative Affairs US Dept. of Commerce memo to client and follow-up w/ Agency to clarify eligibility requirements {McKinney}	2	250.00	500.00
Total Task 2 = \$3,375.00 (17 hours)			
Task 3 -- U.S. Navy Liaison			
Government Relations:Federal Legislative Affairs Meeting w/ U.S. Navy NAWSCL, preparation and materials {Simonetti}	4	225.00	900.00
Government Relations:Federal Legislative Affairs Preparation and review of materials U.S. Navy Meeting {McKinney}	1	250.00	250.00
Total Task 3 = \$1,150.00 (5 hours)			
Task 4 -- State Funding Source			
Government Relations:California Legislative Affairs State Budget Analysis re: Water Infrastructure (split) {Gillis}	2.50	125.00	312.50
Government Relations:California Legislative Affairs AB 252 memorandum preparation, client calls, direct advocacy, and roundtable questions preparation {Simonetti}	3.50	225.00	787.50
Government Relations:California Legislative Affairs State Water Infrastructure program analysis, direct advocacy (Assembly/Senate) and notes to file {McKinney}	4.50	250.00	1,125.00
Total Task 4 = \$2,225.00 (10.5 hours)			
Task 5 -- Board Meetings and Reporting Requirements			
Administrative Water presentation, board materials preparation, internal/client staff calls {Simonetti}	4.50	225.00	1,012.50
Administrative Board of Directors Meeting {Simonetti}	2.50	225.00	562.50
Administrative Review of monthly materials, lobbying administration {McKinney}	1.50	250.00	375.00
Total Task 5 = \$1,950.00 (8.5 hours)			

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

TOTAL OF NEW CHARGES 10,287.50

TOTAL DUE \$38,037.50

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California Rural Water Association

California Rural Water Association
RSDAC Work Plan Narrative Report Completion

INVOICE

To: Indian Wells Valley Groundwater Authority
Attn: Don Zdeba
500 W. Ridgecrest Blvd
Ridgecrest CA, 93555

Invoice #: RSDAC-FSLD-A-005
Invoice Date: 6/29/2021
Terms: Net 30 Days

Pay: California Rural Water Association
1234 North Market Blvd.
Sacramento, CA 95834

Project Name: IWVGA Work Plan RSDAC-FSLD-A

IWVGA-Inyokern CSD			
Work Plan/AR #	Description of work	Date	Cost
RSDAC	reportin	Invoice period	\$ 1,150.00
Travel Expenditures			
Name	Description of Travel	Cost	
	N/A		
Equipment			
Name	Description of Equipment	Cost	
	N/A		
INVOICE TOTAL: \$			1,150.00

Submitted by:
Dustin Hardwick, Deputy Director
California Rural Water Association

Signature

6/29/2021

Date



California

Rural Water Association

Expenditure Tracking

Invoice #	Amount
RSDAC-FSLD-A-001	\$230.00
RSDAC-FSLD-A-002	\$2,410.00
RSDAC-FSLD-A-003	\$3,770.00
RSDAC-FSLD-A-004	\$345.00
RSDAC-FSLD-A-005	\$1,150.00
Total	\$7,905.00

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California Rural Water Association

California Rural Water Association
Searles Valley Work Plan Narrative Report Completion

INVOICE

To: Indian Wells Valley Groundwater Authority
Attn: Carol Thomas-Keefer
500 W. Ridgecrest Blvd
Ridgecrest CA, 93555

Invoice #: SVWD-FSLD-A-009
Invoice Date: 6/29/2021
Terms: Net 30 Days

Pay: California Rural Water Association
1234 North Market Blvd.
Sacramento, CA 95834

Project Name: IWVGA Work Plan SVWD-FSLD-A

IWVGA-Searles Valley Water District			
Work Plan/AR #	Description of work	Date	Cost
ADMIN	Admin and project support	Invoice period	\$ 414.00
Technician	Pioneer Point Survey	Invoice period	\$ 2,875.00
Travel Expenditures			
Name	Description of Travel	Cost	
Michael Sims	N/A		
Abel Silva	N/A		
Mark Hardison	N/A		
Equipment			
Name	Description of Equipment	Cost	
INVOICE TOTAL:			\$ 3,289.00

Submitted by:
Dustin Hardwick, Deputy Director
California Rural Water Association

Signature

6/29/2021

Date



California

Rural Water Association

Expenditure Tracking

Invoice #	Amount
SVWD-FSLD-A-001	\$1,295.00
SVWD-FSLD-A-002	\$11,164.64
SVWD-FSLD-A-003	\$20,116.25
SVWD-FSLD-A-004	\$22,658.66
SVWD-FSLD-A-005	\$22,060.53
SVWD-FSLD-A-006	\$20,483.07
SVWD-FSLD-A-007	\$24,520.02
SVWD-FSLD-A-008	\$15,630.28
SVWD-FSLD-A-009	\$3,289.00
Total	\$141,217.45

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California Rural Water Association

California Rural Water Association
 Invoice Time Period: June 1, 2021- June 28, 2021

INVOICE

To: Indian Wells Valley Groundwater Authority
 Attn: Don Zdeba
 500 W. Ridgecrest Blvd
 Ridgecrest CA, 93555

Invoice #: SVWD-FSLD-A-008
Invoice Date: 6/28/2021
Terms: Net 30 Days

Pay: California Rural Water Association
 1234 North Market Blvd.
 Sacramento, CA 95834

Project Name: IWVGA Work Plan SVWD-FSLD-A

IWVGA-Searles Valley Water District			
Work Plan/AR #	Description of work	Date	Cost
ADMIN	Admin and project support	Invoice period	\$ 902.25
Technician	Pioneer Point Survey	Invoice period	\$ 7,365.00
Technician	Travel	Invoice period	\$ 3,377.50
Travel Expenditures			
Name	Description of Travel	Cost	
Michael Sims	Meals, Lodging, Milage	\$ 1,536.43	
Abel Silva	Meals, Lodging, Milage	\$ 1,145.63	
Mark Hardison	Meals, Lodging, Milage	\$ 1,303.47	
Equipment			
Name	Description of Equipment	Cost	
	N/A		
INVOICE TOTAL:			\$ 15,630.28

Submitted by:
 Dustin Hardwick, Deputy Director
 California Rural Water Association

Signature

6/28/2021

Date



California

Rural Water Association

Expenditure Tracking

Invoice #	Amount
SVWD-FSLD-A-001	\$1,295.00
SVWD-FSLD-A-002	\$11,164.64
SVWD-FSLD-A-003	\$20,116.25
SVWD-FSLD-A-004	\$22,658.66
SVWD-FSLD-A-005	\$22,060.53
SVWD-FSLD-A-006	\$20,483.07
SVWD-FSLD-A-007	\$24,520.02
SVWD-FSLD-A-008	\$15,630.28
Total	\$137,928.45

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California Rural Water Association

California Rural Water Association
 Invoice Time Period: June 1 2021- June 30 2021

INVOICE

To: Indian Wells Valley Groundwater Authority
 Attn: Carol Thomas-Keefer
 500 W. Ridgecrest Blvd
 Ridgecrest CA, 93555

Invoice #: ICSD-FSLD-A-009
Invoice Date: 6/28/2021
Terms: Net 30 Days

Pay: California Rural Water Association
 1234 North Market Blvd.
 Sacramento, CA 95834

Project Name: IWVGA Work Plan ICSD-FSLD-A

IWVGA-Inyokern CSD			
Work Plan/AR #	Description of work	Date	Cost
Technician	Inyokern FSLD-Reporting	Invoice period	\$ 230.00
Travel Expenditures			
Name	Description of Travel	Cost	
	N/A		
Equipment			
Name	Description of Equipment	Cost	
	N/A		
INVOICE TOTAL:			\$ 230.00

Submitted by:
 Dustin Hardwick, Deputy Director
 California Rural Water Association

Signature

6/28/2021

Date



California

Rural Water Association

Expenditure Tracking

Invoice #	Amount	
ICSD-FSLD-A-001	\$16,457.40	Paid
ICSD-FSLD-A-002	\$13,153.09	Paid
ICSD-FSLD-A-003	\$11,500.74	Paid
ICSD-FSLD-A-004	\$1,715.00	Paid
ICSD-FSLD-A-005	\$3,162.50	Paid
ICSD-FSLD-A-006	\$1,785.00	Paid
ICSD-FSLD-A-007	\$1,035.00	
ICSD-FSLD-A-008	\$115.00	
ICSD-FSLD-A-009	\$230.00	
Total	\$49,153.73	

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California Rural Water Association

California Rural Water Association
 Invoice Time Period: June 1 2021- June 30 2021

INVOICE

To: Indian Wells Valley Groundwater Authority
 Attn: Don Zdeba
 500 W. Ridgecrest Blvd
 Ridgecrest CA, 93555

Invoice #: RSDAC-FSLD-A-004
Invoice Date: 6/28/2021
Terms: Net 30 Days

Pay: California Rural Water Association
 1234 North Market Blvd.
 Sacramento, CA 95834

Project Name: IWVGA Work Plan RSDAC-FSLD-A

IWVGA-Inyokern CSD			
Work Plan/AR #	Description of work	Date	Cost
RSDAC	reportin	Invoice period	\$ 345.00
Travel Expenditures			
Name	Description of Travel	Cost	
	N/A		
Equipment			
Name	Description of Equipment	Cost	
	N/A		
INVOICE TOTAL: \$			345.00

Submitted by:
 Dustin Hardwick, Deputy Director
 California Rural Water Association

Signature

6/28/2021

Date



California

Rural Water Association

Expenditure Tracking

Invoice #	Amount
RSDAC-FSLD-A-001	\$230.00
RSDAC-FSLD-A-002	\$2,410.00
RSDAC-FSLD-A-003	\$3,770.00
RSDAC-FSLD-A-004	\$345.00
Total	\$6,755.00

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California Rural Water Association

California Rural Water Association
 Invoice Time Period: May 1, 2021- May 31, 2021

INVOICE

To: Indian Wells Valley Groundwater Authority
 Attn: Don Zdeba
 500 W. Ridgecrest Blvd
 Ridgecrest CA, 93555

Invoice #: SVWD-FSLD-A-007
Invoice Date: 6/14/2021
Terms: Net 30 Days

Pay: California Rural Water Association
 1234 North Market Blvd.
 Sacramento, CA 95834

Project Name: IWVGA Work Plan SVWD-FSLD-A

IWVGA-Searles Valley Water District			
Work Plan/AR #	Description of work	Date	Cost
ADMIN	Admin and project support	Invoice period	\$ 807.45
Technician	Pioneer Point Survey	Invoice period	\$ 13,035.00
Technician	Travel	Invoice period	\$ 3,980.00
Travel Expenditures			
Name	Description of Travel	Cost	
Michael Sims	Meals, Lodging, Milage	\$ 2,117.15	
Abel Silva	Meals, Lodging, Milage	\$ 1,600.39	
Mark Hardison	Meals, Lodging, Milage	\$ 1,505.03	
Equipment			
Name	Description of Equipment	Cost	
Suvey supplies (Invoice ID #562882)	Survey Equipment	\$ 1,475.00	
INVOICE TOTAL:			\$ 24,520.02

Submitted by:
 Dustin Hardwick, Deputy Director
 California Rural Water Association

Signature

6/14/2021

Date



California

Rural Water Association

Expenditure Tracking

Invoice #	Amount
SVWD-FSLD-A-001	\$1,295.00
SVWD-FSLD-A-002	\$11,164.64
SVWD-FSLD-A-003	\$20,116.25
SVWD-FSLD-A-004	\$22,658.66
SVWD-FSLD-A-005	\$22,060.53
SVWD-FSLD-A-006	\$20,483.07
SVWD-FSLD-A-007	\$24,520.02
Total	\$122,298.17

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California Rural Water Association

California Rural Water Association
 Invoice Time Period: May 1 2021- May 31 2021

INVOICE

To: Indian Wells Valley Groundwater Authority
 Attn: Carol Thomas-Keefer
 500 W. Ridgecrest Blvd
 Ridgecrest CA, 93555

Invoice #: ICSD-FSLD-A-008
Invoice Date: 6/14/2021
Terms: Net 30 Days

Pay: California Rural Water Association
 1234 North Market Blvd.
 Sacramento, CA 95834

Project Name: IWVGA Work Plan ICSD-FSLD-A

IWVGA-Inyokern CSD			
Work Plan/AR #	Description of work	Date	Cost
Technician	Inyokern FSLD-Reporting	Invoice period	\$ 115.00
Travel Expenditures			
Name	Description of Travel	Cost	
	N/A		
Equipment			
Name	Description of Equipment	Cost	
	N/A		
INVOICE TOTAL:			\$ 115.00

Submitted by:
 Dustin Hardwick, Deputy Director
 California Rural Water Association

Signature

6/14/2021

Date



California

Rural Water Association

Expenditure Tracking

Invoice #	Amount	
ICSD-FSLD-A-001	\$16,457.40	Paid
ICSD-FSLD-A-002	\$13,153.09	Paid
ICSD-FSLD-A-003	\$11,500.74	
ICSD-FSLD-A-004	\$1,715.00	
ICSD-FSLD-A-005	\$3,162.50	
ICSD-FSLD-A-006	\$1,785.00	
ICSD-FSLD-A-007	\$1,035.00	
ICSD-FSLD-A-008	\$115.00	
Total	\$48,923.73	


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IWVGA Board Meeting
July 14, 2021

Proposition 1 Status Update

- Invoice #8a
 - Covers July through September 2020
 - Total payment after retention: \$137,765.72
 - Status: Submitted November 30, 2020
 - Progress Reports combined for Prop 1 & Prop 68 submitted November 30, 2020
 - Revised invoice with requested payment after retention of **\$82,904.06** was submitted on May 14 (removed costs subject to CEQA concurrence, per DWR recommendation)
- Invoice #9a
 - Covers October through December 2020
 - Total payment after retention: \$127,787.67
 - Status: Submitted February 26, 2021
 - Progress Reports combined for Prop 1 & Prop 68 submitted February 26, 2021
 - Revised invoice with requested payment after retention of **\$51,679.74** was submitted on May 14 (removed costs subject to CEQA concurrence, per DWR recommendation)
- DWR CEQA Concurrence for Prop 1 monitoring wells, stream gages, and weather stations
 - Environmental and site clearance documents were submitted on April 19, and are currently being reviewed by DWR.
 - Certain documents still being gathered by the Navy
 - Updated Environmental Information Form and letter certifying no legal challenges are currently under legal review.

AGENDA ITEM 7a

1 

IWVGA Board Meeting
July 14, 2021

Proposition 1 Status Update (cont.)

- Invoice #10a
 - Covers January through March 2021
 - Total requested payment after retention: **\$77,758.34**
 - Status: Submitted May 28, 2021
 - Progress Reports combined for Prop 1 & Prop 68 submitted May 28, 2021
- Next Invoice/Progress Report due no later than August 30

AGENDA ITEM 7a

2 

IWVGA Board Meeting
July 14, 2021

Proposition 68 Status Update

- Invoice # 9b
 - Covers October through December 2020
 - Total payment after retention: **\$4,348.28**
 - Submitted February 26, 2021
 - Status: Payment received May 24
- Invoice # 10b
 - Covers January through March 2021
 - Total requested payment after retention: **\$2,865.04**
 - Status: Submitted May 28, 2021
- Next Invoice/Progress Report due no later than August 30

AGENDA ITEM 7b



IWVGA Board Meeting
July 14, 2021

Recycled Water Program Update

- Alternatives Analysis Update
 - Joint scope of work released to Recycled Water Working Group this week, to be released to TAC after Working Group review and revision
 - Draft write-up of City's of existing WWTF facilities, existing recycled water uses, and City's plans to upgrade and expand the WWTF released to Recycled Water Working Group this week
- Next Steps
 - Characterization of WWTF effluent quantity and water quality
 - Review of regulatory, permitting, environmental, legal requirements for alternatives
 - DDW Addendum to Proposed Framework of Regulating Direct Potable Reuse (released March 21 for public comment through June 25)

AGENDA ITEM 7c



IWVGA Board Meeting
July 14, 2021

Navy/Coso Royalty Fund: FY 2021 Project

- Rose Valley Monitoring Well
 - No change in status since last month
 - Waiting for BLM to complete NEPA/SF 299

AGENDA ITEM 7d



IWVGA Board Meeting
July 14, 2021

Navy/Coso Royalty Fund: FY 2022 Project

- Received FY 2022 ESB form on July 9, 2021
- Submittal to Navy before July 16, 2021 (this Friday)
 - Two-year project to estimate recharge from Sierras
 - FY 2022 – geophysics
 - FY 2023 – monitoring well installation

AGENDA ITEM 7d

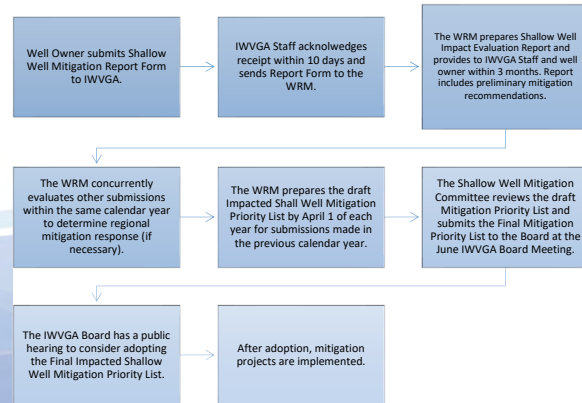


IWVGA Board Meeting July 14, 2021

GSP Planned Projects – Project No. 4 Shallow Well Impact Mitigation Program Update

- Shallow Well Mitigation Report Form adopted in May
- Report Form is posted on IWVGA website
- No submittals to date
- Draft Mitigation Program prepared
 - Still in Staff review
 - Draft to be brought to TAC/PAC for review after staff review

• Draft Summary of Process



AGENDA ITEM 7e

7 SUTCLIFF

IWVGA Board Meeting July 14, 2021

GSP Planned Projects – Project No. 1 Surface Percolation Replenishment Update

- Task 1: Literature Review complete. Field investigation in July
- Task 2: Regulatory Constraints and Case Studies complete
- Task 3: Facility and Engineering Requirements – Underway
- Task 4: Technical Memorandum – August 2021 delivery

AGENDA ITEM 7f

8 SUTCLIFF

IWVGA Board Meeting
July 14, 2021

Agenda Items G through J: Status Updates on GSP Technical Work

- g. El Paso Multi-Level Monitoring Well Drilling/Completion
DWR Technical Support Services (TSS)
- h. IWVGA/Navy – IWV-Model Transfer
Configuration Management Plan for IWV-Model
- i. IWV GSP – Groundwater Dependent Ecosystems (GDEs)
Coordination with Navy Biologist and Monitoring Well Access
- j. IWV GSP – Telemetry Equipment (Prop 1) at Key Wells
Navy Real Estate Access Agreements



IWVGA Board Meeting
July 14, 2021

El Paso Multi-Level Monitoring Well Drilling/Completion: DWR TSS

- GA Board – WRM Staff
 - Water Quality Sampling
 - Long-Term Monitoring
- BLM – Access and Permitting
 - Biological/Cultural Review
- TAC – Review Drill cuttings, eLogs,
and Well Construction
- DWR – Geologist/Management Oversight
 - BLM Required Biological Support
 - Driller and Support Contracts
 - Geophysical Logging
 - Licensed Well Survey
 - In Situ Dataloggers



IWVGA Board Meeting July 14, 2021

IWVGA/Navy – IWV Model Transfer

(partial wording from Nov 2018 CDR Benson Letter)

The Navy supports the transfer of the basin model's maintenance, further development and configuration management

- *Configuration Management Process*
 - *Oversees, recommends, and dispositions any changes to the model's capability and functionality*
 - *Ensure proper maintenance and vetting of future requirements requiring change to the model*
 - *Navy and DRI participation in model's configuration management process*

Proposed Timeline

July 12, 2021

Internal Draft CMP
to GA Staff/Navy for Review

July 20 – August 3, 2021

Draft CMP to TAC for Review

August 11, 2021

GA Board Meeting Presentation

AGENDA ITEM 7h

11



IWVGA Board Meeting July 14, 2021

IWV GSP – Groundwater Dependent Ecosystems (GDEs)

GSP Section 3.4.7 (includes Figure 3-16)

Groundwater Dependent Ecosystems (GDE)

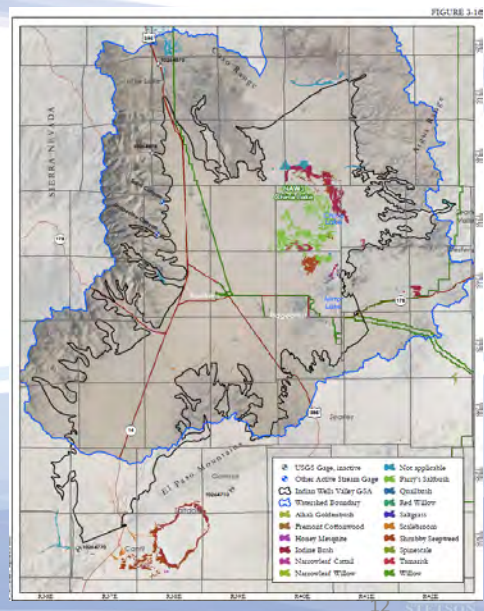
- *vast majority of GDEs within the IWV are located on NAWS China Lake...*
- *supported by the vertical upward gradient under the China Lake Playa...*
- *are likely more vulnerable due to chronic lowering of groundwater levels...*

GSP Section 3.6.1.4 Other Data Gaps

- *quantifying root extinction depths,*
- *better mapping of vegetation types, and*
- *correlating DTW with vegetation health*

GSP Section 4.7 GSP Proposed Monitoring Network

- *groundwater level monitoring in the vicinity of GDEs will be added to the existing monitoring network*



AGENDA ITEM 7i

12



IWVGA Board Meeting July 14, 2021

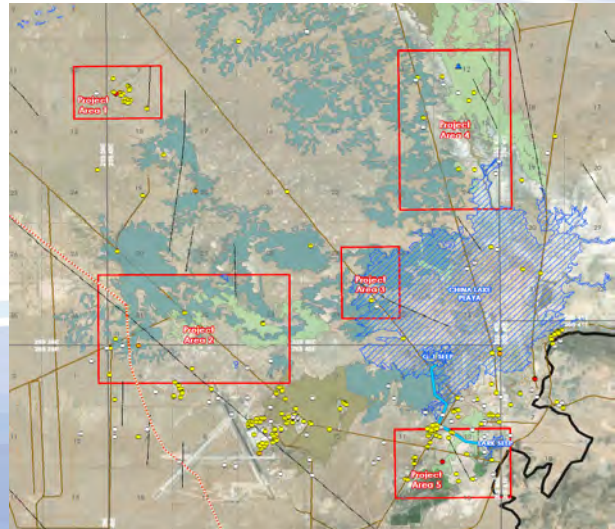
IWV GSP – Groundwater Dependent Ecosystems (GDEs) (cont.)

Identified potential monitoring sites that combine:

- GDE vegetation
 - DWR GIS NCCAG Coverage
Natural Communities Commonly Associated with Groundwater
- Existing Navy monitoring wells
- Geologic Faulting
- Surface Water Features

Working with Navy to visit 5 sites with biologist

- Record depth to water and depth of well
 - Survey Vegetation types, Navy personnel document/photograph/describe vegetation health
 - Choose best monitoring site
 - Develop necessary access agreements for installing datalogger equipment
- Review Potential Monitoring Sites with TAC



AGENDA ITEM 7i

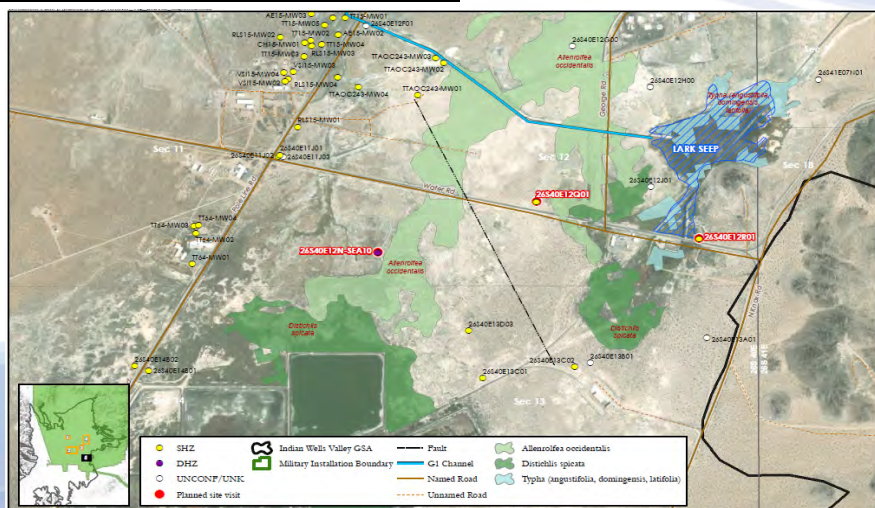
IWVGA Board Meeting July 14, 2021

IWV GSP – Groundwater Dependent Ecosystems (GDEs) (cont.)

EXAMPLE

GIS Maps developed for 5 potential sites

- Road Access
- Vegetation Types
- Well Inventory
- Well Depths
- Faults
- Surface Water Features



AGENDA ITEM 7i

IWVGA Board Meeting
July 14, 2021

IWV GSP – Telemetry Equipment at Key Monitoring Wells (Prop 1)

GSP Section 4.4.2.6 Representative Monitoring Sites

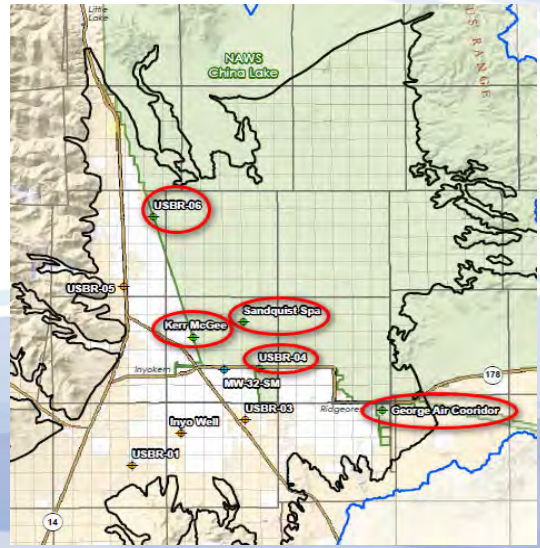
10 Key Wells *to monitor chronic lowering of groundwater levels*

Prop 1 Funding for Telemetry Equipment at 11 Key Wells

Realtime data posted on DMS Website: iwvgsp.com

8/05/2020 GA letter request to Navy re: New Outgrant License Agreement

6/30/2021 Navy Real Estate provided \$20,350 cost for administrative fees to proceed to process 20-yr Access Agreements for installing equipment in 5 wells



AGENDA ITEM 7j

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IWVGA ADMINISTRATIVE OFFICE

MEMORANDUM

DATE: July 14, 2021

TO: IWVGA Board Members

FROM: Carol Thomas-Keefer,
IWVGA General Manager

SUBJECT: Resolution 06-21 – Approval of Agreement with Brown Armstrong to Conduct 2020 Financial Audit

DISCUSSION

The Indian Wells Valley Groundwater Authority (“Authority”) was formed under a Joint Powers Agreement (“JPA”). As such, the Authority’s financial accounts and records are subject to an annual audit by a certified public accountant (Government Code, § 6505). Section 9.06 of the JPA states “The Board shall contract with a certified public accountant to audit the accounts and records of the Authority as required by applicable accounting practices and the Act.”

The Authority is due for a financial audit of fiscal year 2020 (January 1 through December 31, 2020). Staff contacted Brown Armstrong Certified Public Accountants, who previously conducted the Audit of the Authority’s finances for the 2018 and 2019 fiscal year audits, and they have provided the attached proposal.

FINANCIAL IMPACT

The audit cost will not exceed \$12,000.

RECOMMENDATION

Staff recommends adoption of the attached Resolution 06-21 authorizing the General Manager to enter into the attached proposed agreement with Brown Armstrong to conduct IWVGA’s 2020 financial audit.

BEFORE THE BOARD OF DIRECTORS INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

In the matter of:

Resolution No. 06-21

RESOLUTION AUTHORIZING AN AGREEMENT WITH BROWN ARMSTRONG TO CONDUCT A FINANCIAL AUDIT OF THE IWVGA.

I, April Keigwin, Clerk of the Board of Directors for the Indian Wells Valley Groundwater Authority, do certify that the following resolution, on motion of Director _____, seconded by Director _____, was duly passed and adopted by the Board of Directors at an official meeting this 14th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board of Directors
Indian Wells Valley Groundwater Authority

RESOLUTION

Section 1. **WHEREAS:**

(a) The Indian Wells Valley Groundwater Authority ("Authority") was formed under a Joint Powers Agreement ("JPA").

(b) The Authority's financial accounts and records are subject to an annual audit by a certified public accountant (Government Code, § 6505).

(c) Section 9.06 of the JPA states "The Board shall contract with a certified public accountant to audit the accounts and records of the Authority as required by applicable accounting practices and the Act."

(d) The Authority is due for a financial audit of fiscal year 2020 (January 1 through December 31, 2020).

(e) Brown Armstrong Certified Public Accountants, who previously conducted the Audit of the Authority's finances for the 2018 and 2019 fiscal year audits, have provided a proposal to conduct the 2020 financial audit.

Section 2. **THEREFORE, IT IS RESOLVED** by the Board of Directors of the Indian Wells Valley Groundwater Authority, as follows:

1. That the General Manager is authorized to enter into the proposed agreement with Brown Armstrong Certified Public Accountants to conduct an audit of the Authority's financial accounts and records for the period January 1 through December 31, 2020.

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Profit and Loss Statement
Actual vs Budget

	Administration		GSP Development		Replenishment Fee		Transient Pool (Mitigation)		TOTAL	
	<u>Actual</u>	<u>FY Budget</u>	<u>Actual</u>	<u>FY Budget</u>	<u>Actual</u>	<u>FY Budget</u>	<u>Actual</u>	<u>FY Budget</u>	<u>Actual</u>	<u>FY Budget</u>
REVENUE										
Pumping Fee			406,867	1,959,673	661,883	8,356,306	34,098	69,381	1,102,848	10,385,360
Allocation to Admin: Extraction Fee Revenue		911,050							-	911,050
Allocation to Admin: Replenishment Fee Revenue		910,401							-	910,401
Rose Valley Reimbursement by Navy		300,000							-	300,000
Prop 1 Grant -GSP Preparation @ \$1,500,000			7,761	324,494					7,761	324,494
Prop 1 Grant -SDAC Reimburse @ \$646,000				389,051					-	389,051
Prop 68				283,918					-	283,918
IWVWD Credit @ \$615,082.87										
TOTAL REVENUE	-	2,121,451	414,628	2,957,136	661,883	8,356,306	34,098	69,381	1,110,609	13,504,274
EXPENSES										
Beginning balance position		119,190		(156,525)					-	(37,335)
Contract Administration(RGS)		225,000	10,044		10,044				20,089	225,000
Insurance		10,000							-	10,000
Audit		7,000	1,000						1,000	7,000
Public Ed/Outreach		5,000							-	5,000
Legal - GSP Implementation		100,000							-	100,000
Legal - Special Counsel		250,000							-	250,000
Meetings & Prep		12,000							-	12,000
General Engineering		50,000							-	50,000
Production Reporting Support		36,000							-	36,000
TSS Coordination: Drilling Support		30,000							-	30,000
TSS Coordination: Coordination/Application Supp		30,000							-	30,000
Coordination w/DWR on GSP Review		50,000							-	50,000
Annual Report		30,000							-	30,000
Data Management System		26,000							-	26,000
Allocation Plan for Sustainable Yield:									-	-
Allocation Plan for Sustainable Yield: Allocation Process and Pool Supp		30,000							-	30,000
Allocation Plan for Sustainable Yield: Rules/Regs on Pumping/restrictions		10,000							-	10,000

	Administration		GSP Development		Replenishment Fee		Transient Pool (Mitigation)		TOTAL	
	Actual	FY Budget	Actual	FY Budget	Actual	FY Budget	Actual	FY Budget	Actual	FY Budget
Allocation Plan for Sustainable Yield: Fallowing and Pool Xfer Program		25,000							-	25,000
Conservation Efforts		20,000							-	20,000
Meetings and Prep		120,000							-	120,000
Budget Support		5,000							-	5,000
General Project Management		50,000							-	50,000
Stakeholder Coordination		10,000							-	10,000
Grant Application Prep		50,000							-	50,000
GA Model Transfer and Upgrade		50,000							-	50,000
Navy/COSO Royalty Fund Coord: Develop FY22 Project/Secure Funding		40,000							-	40,000
Navy/COSO Royalty Fund Coord: 2021 Rose Valley MW Permitting, Bid & Drilling		300,000							-	300,000
Navy/COSO Royalty Fund Coord: Stetson/DRI Storage Calc and Rpt Review		11,100							-	11,100
Data Collection		120,000							-	120,000
Reserve Requirements		255,315							-	255,315
City of Ridgecrest Reimbursement				300,000					-	300,000
County of Kern Repayment				500,000					-	500,000
SDAC			111,395	481,651					111,395	481,651
Stetson				60,000	438,248				438,248	60,000
-SDAC support				12,000					-	12,000
-Weather Station Maintenance				2,000					-	2,000
-Monitoring Well Maintenance				2,000					-	2,000
-Pump Fee Support				15,000					-	15,000
Outstanding Invoices				619,825	514,077				514,077	619,825
Transfer to Admin				911,050					-	911,050
Legal Services						10,000			-	10,000
Administration						15,000			-	15,000
Imported Water Supply Negotiations/Coordination						50,000			-	50,000
Imported Water Supply Engineering and Analysis						126,500			-	126,500
Optimize Use Of Recycled Water						250,000			-	250,000
Captal Core					68,913	175,000			68,913	175,000
Transfer to Admin						910,401			-	910,401
Shallow Well Impacts Mitigation: Program Development							50,000		-	50,000
Shallow Well Impacts Mitigation: Outreach and Impact Eval							20,000		-	20,000

Profit and Loss Statement
Actual vs Budget

	Administration		GSP Development		Replenishment Fee		Transient Pool (Mitigation)		TOTAL	
	<u>Actual</u>	<u>FY Budget</u>	<u>Actual</u>	<u>FY Budget</u>	<u>Actual</u>	<u>FY Budget</u>	<u>Actual</u>	<u>FY Budget</u>	<u>Actual</u>	<u>FY Budget</u>
									-	-
Expenses not aligned with budget expense items									-	-
Website Fees			266						266	-
Publishing			1,421						1,421	-
Well Monitoring			1,680						1,680	-
									-	-
									-	-
Other	100								100	-
TOTAL EXPENSES	100	2,076,604	125,806	2,747,001	1,031,282	1,536,900	-	70,000	1,157,188	6,430,505
NET INCOME (LOSS)	(100)	44,847	288,822	210,135	(369,398)	6,819,406	34,098	(619)	(46,578)	7,073,768

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To: Carol Thomas, General Manager – IWVGA

From: Jeff Simonetti, Senior Vice President

cc: Michael McKinney
Todd Tatum
Steve Johnson, Stetson Engineering
Members of the IWVGA Board of Directors

Date: July 14, 2021

Subject: Project Update Memorandum for June 2021 activities

The following memo will serve as Capitol Core's update for activities that we completed in June:

2021 NDAA Schedule

As we have discussed in prior memos, we have submitted three policy-related requests to our congressional delegation for consideration in the 2021 NDAA. At this point, the NDAA markup process is delayed due to the delay of President Biden's overall budget. House Armed Services Committee Chair Adam Smith (D-WA) indicated that he will not be able to conduct markups on the House defense bill until September as a result of the delay in President Biden's budget. On the Senate side, Armed Services Committee Chair Jack Reed (D-RI) indicated that his committee is still going to try to mark up their version of the bill in July prior to the summer recess, but there is no guarantee that this or a vote will happen prior to the summer recess.

2021 DCIP Funding Round

The Federal Funding Opportunity for this year's Defense Community Infrastructure Program (DCIP) is available for viewing. The link is [here](#) and applications were due by July 12th. This year's application will be judged differently than last year's applicant pool. For 2021, Military Value is the top criterion for consideration of a DCIP application. To determine this, the Office of Local Defense Community Cooperation (OLDCC, the administrator of the DCIP program) will be using the military value rankings determined in the Base Realignment and Closure (BRAC) Commission from 2005. Click [here](#) to see how the installations were ranked during this process.

While neither project is currently deemed "shovel ready" for the purposes of making a DCIP application, we are monitoring the progress of the DCIP applications this year and will be advocating for further DCIP authorizations in this year's NDAA as described above. In June, we also met with China Lake base representatives to discuss our potential funding needs and partnership opportunities. We discussed both the wastewater treatment plant and interconnection projects and the importance of the base's support of a potential DCIP application for the success of a project submission. Towards that end, the OLDCC released guidelines on the items that the base command support letter should address for the DCIP application. You can view those guidelines [here](#).

Overview of Federal Potential Wastewater Treatment Plant Funding Sources

Throughout the month, we met with our legislative delegation as well as a few federal agencies to determine potential project eligibility and project funding sources. The two areas that we are continuing to explore after our discussions this month are:

- **US Economic Development Administration:** Public Works and Economic Assistance Programs
- **US Environmental Protection Agency:** Drinking Water and Clean Water State Revolving Fund loans/grants

In July, we plan to continue discussions with the US EPA on these projects and are planning to set up meetings with our local congressional delegation during the August summer recess.

Federal Legislation We are Monitoring – Infrastructure Bill and Potential Wastewater Funding

The status of the infrastructure bill remains in flux. At the outset, the Biden Administration and Democratic Congressional Leadership pushed for a \$2 trillion infrastructure funding bill. House and Senate Republicans indicated that they would like to see the infrastructure bill pared back to \$621 billion in spending. They contend that much of the infrastructure projects that President Biden proposed do not follow the traditional definition of infrastructure such as roads, bridges, transit improvements, etc. Further, they want to use some of the funds from other stimulus bills that have so far not been spent and to ensure that taxes are not raised to pay for this bill.

In mid-June, a bipartisan group of 21 Senators worked with President Biden to come to a general agreement on a negotiated \$1.2 trillion infrastructure package. While the group has the framework of a “deal,” the reality of delivering on this deal is significantly more challenging. First, there is the issue of time. Congress is currently in recess and only has two weeks at the end of July for votes before the summer recess. Further, Senate Democrats are fractured on how to proceed. Some more progressive Democrats want a larger infrastructure package and the Senate leadership is also pushing to tie this bill to the budget reconciliation bill that they are trying to pass as well. Either issue could derail the progress on this legislation.

As such, the bill is currently in a holding pattern until leadership makes a decision on how they want to proceed and what will be included in the bill. The appropriations cycle has also slowed. Appropriations bill markups have begun, including water and infrastructure-related bills. However, our contacts on the Appropriations Committees are indicating to us that it is likely with how late the budget process is going that the Congress might be forced to pursue a Continuing Resolution. We will continue to monitor the progress on the infrastructure bill particularly related to the water provisions and will keep the Board and staff apprised on any necessary actions.

Federal Legislation We are Monitoring – HB 4099

Grace Napolitano (D-CA and Chair of the Subcommittee on Water, Resources and Environment on the Transportation and Infrastructure Committee) has released the draft for HB 4099. If passed, HB 4099 will provide \$750 million in grant funding for a variety of projects related to wastewater and water recycling projects. The bill had a first hearing in the House Natural Resources Subcommittee on Water, Oceans and Wildlife on

June 29. We will continue to monitor its progress and reach out to Rep. Napolitano's office to determine whether there are potential funding opportunities within the bill available for the wastewater treatment and recycling plant.

State Programs We are Monitoring – State Infrastructure Budget Line Items

As part of the American Rescue Plan Act (the last federal economic stimulus plan), the State of California received approximately \$26 billion in direct aid from the federal government. This federal assistance as well as the higher-than-projected tax receipts helped the State to switch from an estimated \$54 billion shortfall to an estimated \$75 billion budget surplus. As part of this budget surplus, the Governor and Senate Pro Tem Toni Atkins have proposed more than \$1 billion in spending on water-related projects. Please see the link [here](#) for a full overview of the budget proposal. Of specific potential interest to the IWVGA are the following categories:

- \$500 million to the Department of Conservation for multi-benefit land repurposing (see detailed discussion below on this item)
- \$300 million to the Department of Water Resources for SGMA implementation
- \$150 million for water recycling and groundwater cleanup projects
- \$150 million to assist small water systems (those that serve 15-2,999 connections) with drought contingency planning

While the California legislature passed a “placeholder” budget on time, the legislature will continue to pass “trailer bills” to authorize the various spending programs. The legislature has also made it clear that they will not entertain programming of specific projects within the budget bill. All of these monies will go to the specific departments (e.g. DWR, Natural Resources, Conservation) and they will individually release funding opportunities through a competitive process for these funds. In terms of timing, we anticipate that it will take a few months for each individual department to determine specific eligibility requirements and to release funding requests for proposals.

State Programs We are Monitoring – AB 252

As we address above, the state has a large pot of money that it is allocating towards water infrastructure projects. One of the largest pots of money is going towards the Department of Conservation for repurposing of agricultural land. Capitol Core is getting indications that this funding source will be tied to AB 252, which sets the parameters for what a “multi-benefit” project is and what the programmed monies can be used for. A link to the bill is [here](#). Groundwater agencies, counties and local agencies such as a resource conservation district are eligible to apply for funding through this program should the bill and budget pass as proposed. For the purposes of this bill, “Land repurposing” means converting previously irrigated agricultural land to new uses through any of the following methods (Section 12285.2(e)):

- (1) Restoring upland habitat.
- (2) Creating pollinator habitat.
- (3) Restoring floodplains.
- (4) Creating dedicated wildlife-friendly recharge areas.
- (5) Dryland farming or planting cover crops.
- (6) Switching from irrigated agriculture to rangeland.
- (7) Creating parks or community recreation areas.

At the time of writing this draft, the bill passed out of the Assembly by a 78-0 vote and set for a first hearing on July 10th in the Senate. We will continue to monitor this bill's progress and how it ties into the budget proposal. We would like to get further feedback and direction from the Board/staff whether this is something that the IWVGA is potentially interested in pursuing.

State Programs We are Monitoring – Prop. 1 Grant Monies

The Temperance Flat Dam was a proposed second dam behind the existing Friant Dam, which forms Millerton Lake on the San Joaquin River. While the River already has a dam to form Millerton Lake and feed the Friant-Kern Canal (among other projects on the River), proponents of Temperance Flat argued that the existing Millerton Lake is not large enough to capture high-flow water years such as what occurred in 2017 or 2019. The project would have created a second dam to raise the water levels in the Temperance Flat area upstream of the existing Millerton Lake. The project initially received \$171 million in Prop. 1 funding from the California Water Commission (CWC).

Despite the \$171 million in funding, the project had a few flaws from the start. First, engineers estimated the total project cost at \$2.6 billion to complete, so the amount allocated through the California Water Commission was a small portion of the total funding need. Second, the project faced environmental opposition from the beginning. Finally, the San Joaquin River water is already significantly over-subscribed, and there is no guarantee that the project will create “new water” above and beyond what member agencies already receive. As such, the project had a hard time attracting new funding and missed a milestone deadline to receive the \$171 million CWC grant.

The California Water Commission is determining what to do with these turned-back funds. They are accepting applications for consideration of re-programming these funds. Applications are due by October 22, 2021. In order to be considered under this program, the project would have to complete the following by January 1, 2022:

- Complete a feasibility study
- Have draft environmental documentation ready for public review
- Have commitments for at least 75% of the non-public benefit cost share of the project and
- The Commission must find the project feasible

While Capitol Core is not certain whether completing these requirements is feasible in the timeframe necessary, if they are, there is no cost to submit a feasibility review application to the CWC for review. We would also like direction from the Board and staff on whether A) this is pool of money that you are interested in pursuing and B) whether meeting the requirements for consideration are feasible within the application time frame.

Other Activities in June

In addition to the items discussed above, we attended parts of the June Board meeting and continued to assist staff with determining and monitoring potential water supplies for the Groundwater Authority. We also had our meeting with Navy base command to discuss the DCIP process and to bring them up to speed on our timing of potential infrastructure. We plan further correspondence and discussions with the Navy this month on these topics.

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IWVGA May 2021 Report- Michael Sims (Lead Leak Detection Specialist-CRWA)

May 3: Onsite full day system leak audit at West Valley Mutual Water Company

May 4: Onsite full day system leak audit at Pioneer Point

I have been communicating with Mrs. Fisher at China Lake Acres MWC and she said her and John declines / refuse our services for the leak detection audit. I also spoke with Robert Cunningham at Sweetwater Co-Op and he also declines/refuse our leak detection audit.

May 5: Onsite half day system leak audit at Pioneer Point. Team Strategy Dinner Meeting

As for the other two: East Inyokern and Owens Peak West. I have left multiple messages this month, some early morning, some afternoon and some evening. No response!

May 6: Onsite half day system leak audit at Pioneer Point

May 18: Onsite full day system leak audit at Pioneer Point

May 19: Onsite full day system leak audit at Pioneer Point. Team Strategy Dinner Meeting

May 20: Onsite half day system leak audit at Pioneer Point

May 24-28: Gathering data from team and inputting into Pioneer Point folder

May 28: After much ordeal in trying to contact these two water systems, East Inyokern MWC-28 connections and Owens Peak West-24 connections, I would have to say they **do not** want any leak detection audit/survey service. So as of today, May 31st I will no longer be reaching out. They haven't had the courtesy to respond to me and let me know.

May 26: Indian Wells Valley Water Audit, Leak Detection & Repair Program - Additional Funding conference call. With the remaining two systems that won't return my/our calls and emails on leak detection. I suggested we take on the area Audrey wants done at the end of Pioneer Point to Trona Airport Rd.

County lines (San Bernardino/Inyo) Searles Valley Mineral has an additional approx. 3-4 miles of 4-inch Schedule 40 PVC pipe they would like done too. It's not part of the water system(s) but they would like to know if it would be included. I told her I would discuss this with our team and IWVGA.

See map on next page.



California

Rural Water Association

Map: Pioneer Point to Trona Airport Rd approximately 13,507ft. or 2.5-3 miles. I haven't seen the topo yet, so this is just an estimate.



Black line is county line between San Bernardino and Inyo

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WaterWise
Consulting, Inc.

"Conserving our natural resources for future generations"

WATER CONSERVATION REBATE PROGRAM

Indian Wells Valley Groundwater Authority
Final Report

May 2021

Ajay Dhawan

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Program Summary

Overview

In June 2020 Indian Wells Valley Groundwater Authority (IWVGA) and WaterWise Consulting (WWC) entered into a contract to provide a rebate program to Severely Disadvantaged Communities (SDACs) within the IWVGA area. This water conservation program provides rebates to both residential and commercial sites for the installation of high-efficiency water devices. The program was funded for 10 months of administration, and is now concluded in May 2021.

Program Design

The contract between IWVGA and WWC called on the expertise and experience of WWC to design a rebate program for water savings devices. Design of the program, including determining the types of devices and rebate amounts that would be offered through the program, was a significant focus of work in July 2020. This required coordination with the participating agencies and communication with IWVGA.

The program that was developed will offer rebates for the following devices at the listed rates.

Water Savings Device	Rebate Amount
HE Toilets, 1.28 gal/flush	\$150
HE Toilets, 1.1 gal/flush	\$250
HE Clothes Washer	\$250
HE Dishwasher	\$100
HE Urinal, 0.125 gal / flush	\$300
HE Urinal, Waterless	\$400
Evaporative Cooler	\$100
Hot Water Recirculating Pump	\$100

This list of devices was designed to create greater incentives to make more water efficient choices, even within the program, with increasing rebates offered for higher efficiency toilets and urinals. The range of devices was designed to appeal to both residential home owners and commercial property owners.

The program was designed as a simple application process (Appendix A) that allowed property owners to apply for all rebates with one application. Once approved to participate, funds were reserved and a Notice to Proceed was sent to the applicant. When the applicant purchased and installed the devices, they submitted materials to confirm the quantity, make, and model of final devices. Once the installation was approved, the applicant was sent an approval notice and WWC invoices IWVGA. A rebate was sent to the applicant once the rebate funds were received from IWVGA.

Website and Marketing Development

Once the specific rebates had been determined, WWC worked with the subcontractor Green Media Creations (GMC) to design a website for the program and develop marketing materials. In order to complete the website, the program Terms and Conditions (Appendix B) had to be established, and the application form had to be developed. The resulting website was launched on August 3rd (Appendix C) and can be found at: <https://www.waterwise-consulting.com/iwrebates>

It was determined in consultation with IWVGA that the most effective outreach method for the area would be a combination of direct mailings and posting notices in key locations. Research of the appropriate public locations for posting notices, and identification of other marketing opportunities, identified that a postcard would be the most appropriate marketing tool. A postcard for the program was designed and printed (Appendix D). The postcard was used for direct mailings, distribution by agencies, and posting in highly trafficked public areas.

Program and Marketing Launch

The program website went live on August 3rd. Program marketing launched in August with a postcard distribution outreach campaign. Postcards were mailed in August to approximately 1,000 contacts provided by member agencies of IWVGA. These contacts may not entirely be qualifying SDAC residents, but it was determined that the increased word of mouth generated by the additional contacts would be beneficial for the program.

Postcards were also distributed to several highly trafficked public locations in the region.

Distribution sites in August:

- Inyokern Community Services District – 1429 Broadway, Inyokern, CA 93527
- Searles Domestic Water Company – 13217 Main Street, Searles Valley, CA 93562 in
- High Desert Home Center - 824 W Ridgecrest Blvd, Ridgecrest, CA 93555
- Ace Hardware - 6259 CA-178, Inyokern, CA 93527

Distribution attempted but unsuccessful in August:

- Home Depot - 575 N China Lake Blvd, Ridgecrest, CA 93555 - Manager approval required, but not obtained in August.
- Harbor Freight - 250 Balsam St, Ridgecrest, CA 93555 – Corporate policy prohibits advertising in all forms.

Arrangements were made in August to provide postcards to two local water district offices, Inyokern and Searles, for distribution through their front offices. Postcards were shipped to these offices in September.

Ongoing Marketing and Outreach

September:

Postcards were distributed to highly trafficked public locations in the region. The Ridgecrest Home Depot granted permission for postcards to be posted and distributed, and were shipped postcards or distribution.

October:

Postcards were again mailed directly to our existing list of customers. Phone calls were made again to contractors, and were expanded to local churches. After a meeting with IWVGA on October 20, outreach to mutual water companies in the area began. The rural water associations were contacted by phone to request the ability to contact the customers directly, but contacts were not willing to share that information. The contacts were instead shipped postcards to include in their next month's billing to their customers. The groups that were shipped postcards were:

1. West Valley Mutual Water Company
2. China Lake Acres Mutual Water Company
3. Sweetwater Co-op
4. Owens Peak West
5. South Desert Mutual Water Company
6. East Inyokern Mutual Water

The representative for Pearsonville water system did not return agree to share information or distribute information about the program to their members.

The Department of Water Resources updated their mapping portal with SDAC data for 2018. This resulted in updates for the program website, to keep instructions accurate for visiting customers.

November:

Phone calls were made again to local churches, with some requesting postcards to distribute. Postcards were sent to all churches that were willing to distribute them.

December:

Phone calls were made to local businesses, to inform them about the program if eligible, and to request distribution of postcards at all sites contacted. Five restaurants agreed to distribute postcards, and were mailed postcards.

January 2021:

Phone calls were made again to local businesses, coffee shops, restaurants and gas stations, to inform them of the program and offer postcards to distribute.

February:

Phone calls were made again to local contractors and plumbers, to inform them of the program and offer postcards to distribute. Another round of postcards were mailed directly to the provided lists of customers. An ad was placed in the weekly Swap Sheet, to run for a total of 4 weeks.

The time for customers to complete installation was changed to 30 days from 45. This allowed the program to continue to receive and process applications for an extra two weeks. In order to make this change a revision was made to the program Terms and Conditions, which was updated on the website.

March:

The ad in the weekly Swap Sheet ran into March. This was the final outreach, as the deadline for applications was the end of March.

Program Applicants and Rebate Recipients

Response to the program marketing was low, both initially and throughout the program. A total of 14 interested parties contacted the program by phone or email. Of these, five submitted an application. One of these customers never submitted all materials needed, two were not within the SDAC boundaries and did not qualify, one quit before receiving a rebate due to the perceived intrusiveness of the documentation needed, and one was approved to receive a rebate for both a dishwasher and a washing machine.

Program Month	1.28 toilets	1.1 toilets	Clothes Washers	Dishwashers	Urinal 0.125	Urinal, Waterless	Evap Cooler	HWRP
2020 Jul								
2020 Aug								
2020 Sep								
2020 Oct								
2020 Nov								
2020 Dec								
2021 Jan								
2021 Feb								
2021 Mar								1
2021 Apr				1	1			
Total	0	0	1	1	0	0	1	0

Devices Installed by Month

	1.28 toilet Rebates	1.1 toilet Rebates	Clothes Washer Rebates	Dishwasher Rebates	Urinal 0.125 Rebates	Urinal, Waterless Rebates	Evap Cooler Rebates	HWRP Rebates
2020 Jul	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020 Aug	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020 Sep	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020 Oct	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020 Nov	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020 Dec	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021 Jan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021 Feb	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021 Mar	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021 Apr	\$0.00	\$0.00	\$250.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Rebate	\$0.00	\$0.00	\$250.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Device	0	0	1	1	0	0	0	0

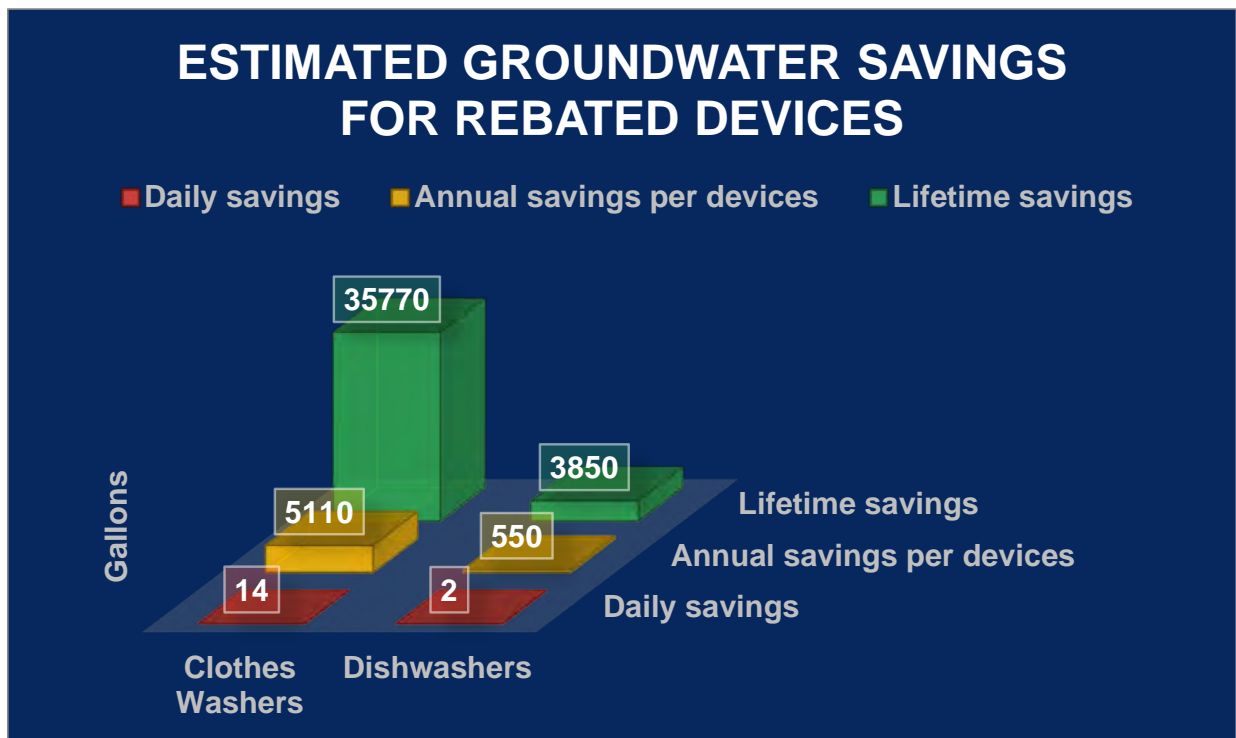
Rebates Issued by Month

Customer Service

Our team was prepared at launch with intake forms, email accounts, phone lines, and template letters ready for customer interaction. Staff were available throughout the duration of the program during business hours Monday through Friday for incoming calls, emails, and to mail out printed copies of applications as needed.

Estimated Groundwater Savings

The purpose of the program was to reduce groundwater use through the installation of water saving devices. The estimated savings for a dishwasher is 3,850 gallons over the estimated 7 years lifespan. The estimated savings for a clothes washer is 35,770 gallons throughout the lifespan of the clothes washer. Replacing old models of evaporative coolers with modern models generates an estimated 20% annual water savings.



Budget

Total costs of the program were \$65,350. This was primarily program management and administration. A total of \$45,000 was in monthly administrative fees, \$7,500 in program manager costs, \$8,500 in graphic design fees, and \$4,000 for the website development. Rebate fees were \$350 for the one customer who completed an application, was eligible, and received a rebate. Remaining program budget was \$84,350.

Pilot Program Observations

This pilot water conservation program provided us with significant information about the water conservation market in the Indian Wells Groundwater Authority area. Few residents and businesses gave direct feedback on why they chose not to participate, but some conclusions can be drawn from the limited feedback and participation.

The unexpected, once in a lifetime COVID-19 pandemic that began a few months prior to the program launch certainly was a contributing factor to the low participation in the program. The pandemic affected IWVGA residents, with wide ranging economic impacts caused by workplace closures. Many California residents were unemployed for the 8 months of the program, reducing their ability to pay for expensive devices up front. In person program marketing and outreach was also severely limited, as this was a safety hazard at the time.

Beyond the temporary impacts of the pandemic, a major factor was that many of the potential applicants we spoke to resided outside the SDAC boundaries. Of interested incoming calls about the program, 58% were not located within SDAC boundaries, and therefore did not qualify. Of applications received, 40% came from customers outside the SDAC boundaries. In outreach, more than 70% of the businesses and churches contacted were located outside the SDAC boundaries. The organizations that agreed to distribute materials about the program were entirely outside the SDAC boundaries, but had customers or members within SDAC boundaries. Many more businesses, however, operated entirely outside the SDAC boundaries. We believe that a wider program, open to all IWVGA residents, would dramatically improve participation in future programs.

Another factor in the poor program performance was a lack of support from area companies. The largest retailer in the area for qualifying products, the Home Depot in Ridgecrest, was unwilling to assist with marketing for the program. Local contractors and plumbers were also unwilling to promote the program to their customers, with only four of 58 contacted willing to learn about the program and receive postcards to help inform their customers. Future programs will be more successful with more buy in from local businesses.

Finally, if the SDAC areas must be targeted so tightly again, we might recommend higher rebates for devices. While the high rebates offered can come close to covering costs of devices, they are unlikely to cover costs of installation if the customers are unable to install themselves. A higher rebate that covers the full cost of installation might make the program more appealing and the installation of water saving devices more achievable for more residents.

In Closing

The program launched on August 3rd, 2020, in the midst of the coronavirus pandemic. Despite significant outreach, from direct mailings to customers, distribution of marketing materials to many local businesses, churches, and public water agencies, postcards placed in high traffic public areas, and advertisement in the local Swap Sheet, little interest in the program was generated. From the small pool of interest, only two eligible, complete applications were received. Of these, one customer received rebates.

Appendix A

Program application



Indian Wells Valley Groundwater Authority's Water Conservation Rebate Program Application



WaterWise
Consulting, Inc.

FIRST NAME: _____ LAST NAME: _____ WATER PROVIDER: _____

SITE ADDRESS: _____ CITY: _____ ZIP CODE: _____

PHONE NO.: _____ EMAIL: _____

RESIDENTIAL COMMERCIAL
OWN RENT OWN RENT

Participation Questionnaire

1. Which of the following rebates would you like to apply for (check all that apply)?

- High Efficiency Toilet Quantity _____ New Device Make/ Model _____
- High Efficiency Clothes Washer Quantity _____ New Device Make/ Model _____
- High Efficiency Dishwasher Quantity _____ New Device Make/ Model _____
- High Efficiency Urinal Quantity _____ New Device Make/ Model _____
- Evaporative Cooler Quantity _____ New Device Make/ Model _____
- Hot Water Recirculating Pump Quantity _____ New Device Make/ Model _____

Rebate Amounts:

- High Efficiency Toilets \$150 (1.28 Gallons Per Flush). Maximum 2 toilet rebates per household.
- High Efficiency Toilets \$250 (1.1 Gallons Per Flush or Lower). Maximum 2 toilet rebates per household.
- High Efficiency Clothes Washer \$250. Clothes washer must meet CEE Tier 1. Maximum 1 rebate per household.
- High Efficiency Dishwasher \$100. Dishwasher must meet CEE Tier 1 Standard. Maximum 1 rebate per household.
- High Efficiency Urinal \$300 (0.125 Gallons Per Flush or less). Maximum 4 urinal rebates per site.
- High Efficiency Urinal \$400 (Waterless). Maximum 4 urinal rebates per site.
- Evaporative Cooler \$100. Maximum 1 per household/site.
- Hot Water Recirculating Pump \$100. Maximum 1 per household/site.

Required Submittal Items:

- A completed copy of this application page;
- A signed copy of the terms and conditions;
- A copy of your most recent water bill;
- A CLEAR picture of EACH existing device(s).

Please submit your items to our customer service team to review. You may purchase your device once you have been provided a notice to proceed. Customers who start their project prior to receiving a notice to proceed will be denied. You can submit your items via email to iwvwa@waterwise-consulting.com or postal mail to 1751 South Grand Ave., Glendora, CA, 91740.

Water Conservation Rebate Program Customer Service:
1-866-648-2925

Appendix B

Program Terms and Conditions



Indian Wells Valley Groundwater Authority's Water Conservation Rebate Program Terms and Conditions Form



WaterWise
Consulting, Inc.

Participant named below is interested in reducing water consumption on the property located at the address below (Property), and hereby requests the assistance of the Indian Wells Valley Groundwater Authority, (IWVGA) by participating in the Water Conservation Rebate Program (Program). It is the customer's option to participate in the Program. The Program currently provides rebates for high efficiency toilets, clothes washers, dishwashers, urinals, recirculating pumps and evaporative coolers. Rebates are only available to participants that are located in severely disadvantaged communities. Newly constructed sites/ new construction will not qualify for this program. The participant is required to keep the installed device(s) for a minimum of 5 years. Failure to meet this condition may require participant to refund all or a portion of the incentive.

In order to participate in the Program, participants must submit an original rebate application before purchasing any device in order to secure their rebate. This application includes information on currently installed device(s), new device(s) selected (make and model), and quantity of devices. Along with this information the participant must also submit a picture of currently installed device(s). After the materials are submitted participants will be given a notice to proceed and have 45 days to purchase and install the device(s). After the device(s) is installed, the participant must submit a picture along with a copy of the purchase receipt in order to finalize the rebate. All rebates are subject to an in person inspection for verification of actual installation.

Participant hereby agrees to release, defend, indemnify, protect, and hold harmless IWVGA and WaterWise, and their respective board members, directors, officers and employees, collectively, (the "Indemnatee") from, and against, any and all claims asserted or liability established for damages or injuries to any person or property arising out of or resulting from the acts or omissions of the Indemnatee, or the condition of the Property; provided, however, that the customer's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of the Indemnatee in performing the work. Participant waives and releases the IWVGA and WaterWise from any and all claims and causes of action arising out of the installation or use of the devices and materials purchased in connection with this Program. Any claims by Participants based upon any defect or performance failure by a device or materials should be pursued with the manufacturer/distributor or installation contractor.

Participant certifies that he/she is the water service account holder of record and grants permission to the IWVGA to obtain and share water service usage records, from three years prior to the Project to ten years after Project implementation for Project research and promotional purposes. APPLICANTS PLEASE NOTE: By applying for an incentive in this program, information listed on your application may be subject to public disclosure pursuant to the California Public Records Act.

Participant hereby grants the IWVGA all rights necessary to publish, disseminate, and promote the Program using Project-specific pictures, video, cost and water use data, and other information. Participant agrees that the IWVGA may use the Project address or photos/images of the Project in Program-related advertising, publicity, and promotion through various media (videos, print, web, and other) in perpetuity. APPLICANTS PLEASE NOTE: By applying for an incentive in this program, information listed on your application may be subject to public disclosure pursuant to the California Public Records Act.

Participant recognizes that participation in the Program is voluntary and does not constitute any representation or promise of any cost savings or results of any nature whatsoever and the customer hereby fully releases the Indemnatee from any and all claims or liability in connection with the Program or the acts of the Indemnatee relating to the Program. Any rebates totaling over \$600 will receive a 1099 form in compliance with Internal Revenue Service Requirements.

Customer Name

Date

Customer Signature

Property Address

Appendix C

Website

IWVGA
Iowa Water & Sewer Utility Association

How It Works Rebate Items Forms Apply!



Rebate Program Tier C Item

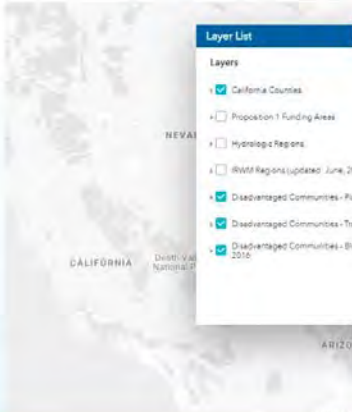
Looking to replace a high-water-using device in your house or business?

Take a look at the devices below to see if you qualify for a rebate before you make a purchase. Applying for a rebate is simple and can cover a portion of the cost of a new, water-saving device. Please see the terms and conditions before submitting a rebate application.

The following items qualify for a rebate:

 <p>High-Efficient Toilets</p> <p>1.28 GPF: \$150 (Maximum 2 rebates per household.)</p> <p>1.1 GPF or less: \$250 (Maximum 2 rebates per household.)</p> <p>For most homes, 30% of their indoor water usage is used by toilets. The newest generation of toilets use significantly less water per flush than their predecessors. For this program, we are currently providing a rebate for 1.28 and 0.8 gallon per flush (GPF) toilets. There is a higher rebate provided for the installation of 0.8 GPF toilets due to higher water savings.</p>	 <p>High-Efficient Urinals</p> <p>1.28 GPF: \$150 (Maximum 2 rebates per household.)</p> <p>1.1 GPF or less: \$250 (Maximum 2 rebates per household.)</p> <p>These devices use about 0.125 gallons per flush (GPF), which is a large improvement over non-efficient devices, which use around 1.6 GPF or more per flush. These urinals can save around 88% more than their predecessors. Urinals also come in a waterless option that can save up to 40,000 gallons per year. These devices use gravity and a special lightweight trap in order to let waste pass through without the use of water.</p>	 <p>High-Efficient Washing Machines</p> <p>\$250 (Maximum 1 rebate per household and must meet CEE Tier 1 standards.)</p> <p>Older washing machines can use up to 40 gallons per load while the newest models use a fraction of that. In order to receive a rebate, the device purchased must meet or exceed CEE tier 1 standards.</p>
 <p>High-Efficient Dishwashers</p> <p>\$100 (Maximum 1 rebate per household and must meet CEE Tier 1 standards.)</p>	 <p>Hot Water Recirculating Pumps</p> <p>\$100 (Maximum 1 per household/site.)</p> <p>Hot Water Recirculating Pumps bring</p>	 <p>Evaporative Coolers</p> <p>\$100 (Maximum 1 per household/site.)</p> <p>These devices use water blown through a fan</p>

High-Efficient Dishwashers	Hot Water Recirculating Pumps	Evaporative Coolers
<p>\$100 (Maximum 1 rebate per household and must meet CEE Tier 1 standards)</p> <p>The newest models of these devices use between 3 to 5 gallons per load, resulting in high water and energy savings. Please click here to see qualifying models.</p>	<p>\$100 (Maximum 1 per household/site)</p> <p>Hot Water Recirculating Pumps bring convenience and water savings to your home by giving you hot water instantly at every faucet or shower when needed. This unique product uses a timer to know when to circulate hot water and connects easily to existing plumbing.</p>	<p>\$100 (Maximum 1 per household/site)</p> <p>These devices use water blown through a fan in order to help cool down a room and typically use 15 to 35% of the electricity needed to power an air conditioner. They come in all shapes and sizes, and function indoor and outdoor to fit different needs.</p>
<h2>Download Forms To Apply</h2>		
 <p>Rebate Program Application</p> <p>Download</p>		 <p>Terms and Conditions Form</p> <p>Download</p>
<p>Please follow the instructions below to see if you qualify to apply for rebates.</p> <ol style="list-style-type: none"> 1. Visit this website: https://gis.water.ca.gov/apps/dacs 2. Click on "Accept" and "OK" to accept the disclaimer to enter the website. 3. Once on the website, look at the right side of the screen. You will notice a menu box labeled, "Layers List." 4. Select all 3 layers labeled, "Disadvantaged Communities." 5. Type your address in the top left hand corner of the website labeled, "Find address or place," and hit the search button. 6. The website will search and display your address on the map. 7. Zoom out by clicking the minus button beside the address search bar. 		

<p>Please follow the instructions below to see if you qualify to apply for rebates.</p> <ol style="list-style-type: none"> 1. Visit this website: https://gis.water.ca.gov/apps/dacs 2. Click on "Accept" and "OK" to accept the disclaimer to enter the website. 3. Once on the website, look at the right side of the screen. You will notice a menu box labeled, "Layers List." 4. Select all 3 layers labeled, "Disadvantaged Communities." 5. Type your address in the top left hand corner of the website labeled, "Find address or place," and hit the search button. 6. The website will search and display your address on the map. 7. Zoom out by clicking the minus button beside the address search bar. 8. If your address is located within a dark brown boundary, you are eligible to apply for rebates. 9. If your address is located within the white or tan boundaries, you are ineligible to apply for rebates. 		
<p>Apply Today!</p> <p>To apply, please send us an email by clicking below.</p> <p>Add your completed documents as attachments.</p> <p>lwvga@waterwise-consulting.com</p>		
<p>Terms & Conditions</p>	<p>IWVGA</p>	<p>© 2018 WaterWise Consulting. All rights reserved.</p>

Appendix D

Postcard



IWVGA is offering rebates to replace high water use devices with high-efficiency models.*

- High-Efficiency Toilets (1.28 GPF): **\$150**
- High-Efficiency Toilets (1.1 GPF or lower): **\$250**
- High-Efficiency Clothes Washers: **\$250**
- High-Efficiency Dishwashers: **\$100**
- High-Efficiency Urinals (0.125 GPF or less): **\$300**
- High-Efficiency Waterless Urinals: **\$400**
- Evaporative Coolers: **\$100**
- Hot Water Recirculating Pumps: **\$100**

**While funding lasts*

To see if you qualify, visit www.waterwise-consulting.com/iwrebates
lwvga@waterwise-consulting.com | +1 (866) 648-2925.

1751 S. Grand Ave, Glendora, CA 91740



WaterWise Consulting, Inc.
Conserving our natural resources for future generations.

IWVGA ofrece reembolsos para reemplazar los dispositivos de alto consumo de agua por modelos de alta eficiencia.*

- Inodoros de alta eficiencia (1.28 GPF): **\$150**
- Inodoros de alta eficiencia (1.1 GPF o menos): **\$250**
- Lavadoras de alta eficiencia: **\$250**
- Lavavajillas de alta eficiencia: **\$100**
- Urinarios de alta eficiencia (0.125 GPF o menos): **\$300**
- Urinarios sin agua y de alta eficiencia: **\$400**
- Enfriadores por evaporación: **\$100**
- Bombas de recirculación de agua caliente: **\$100**

PARA VER SI CALIFICA, VISITE:
www.waterwise-consulting.com/iwrebates
lwvga@waterwise-consulting.com
+1 (866) 648-2925

**Mientras existan recursos*

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