

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

BOARD OF DIRECTORS

A G E N D A

Thursday, March 19, 2020

Open Session 10:00 a.m.

NOTICE: In accordance with the evolving Public Health Declarations telephonic participation by Board Members is expected and updated information will be provided as it develops.

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 Nordenstrom at (760) 384-5511. Requests must be made as early as possible and at least one full business day before the start of the meeting. Documents and material relating to an open session agenda items that are provided to the IWVGA Board of Directors prior to a regular meeting will be available for public inspection and copying at Indian Wells Valley Water District, 500 Ridgecrest Blvd, Ridgecrest, CA 93555, or online at <https://iwvga.org/>.

Statements from the Public

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

1. CALL TO ORDER

2. OPEN SESSION - 10:00 a.m.

- a. Pledge of Allegiance
- b. Roll Call

3. PUBLIC COMMENTS

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

4. CONSENT AGENDA

- a. Approve Minutes of Board Meeting February 20, 2020
- b. Approve Minutes of Special Board Meeting March 13, 2020
- c. Approve Expenditures
 - i. \$7,302.50 - RWG Law
 - ii. \$83,384.06 - Stetson Engineers
 - iii. \$2,000.00 – Brown Armstrong
 - iv. \$3,925.00 – Capitol Core Group
 - v. \$9,993.00 – California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA)

vi. \$934.36 - The Daily Independent

5. SECOND READING AND ADOPTION OF ORDINANCE 01-20 – REQUIRING THE INSTALLATION OF, USE OF, AND REPORTING ON METERING EQUIPMENT FOR GROUNDWATER EXTRACTION FACILITIES IN THE INDIAN WELLS VALLEY GROUNDWATER BASIN

6. RESOLUTION 02-20 – ADOPTING GROUNDWATER WELL FLOWMETER STANDARDS FOR THE INDIAN WELLS VALLEY GROUNDWATER BASIN

7. AGREEMENT WITH PARCELQUEST FOR ASSESSORS DATA FROM SAN BERNARDINO COUNTY

8. INDEPENDENT IWVGA STAFF INCLUDING GENERAL MANAGER POSITION

Description: Staff seeks discussion and direction from Board on staffing the Authority independent current of in-kind services.

9. WATER RESOURCES MANAGER (WRM) REPORT

- a. Report on Proposition 1 Grant Status
- b. Severely Disadvantaged Communities (SDAC) Programs Update
- c. Proposition 68 Grant Status Update
- d. Groundwater Pumping Verification
- e. Groundwater Sustainability Plan (GSP) Annual Report

10. GENERAL MANAGER’S REPORT

- a. Monthly Financial Report
- b. Report on IWVGA’s Water Marketer (Capitol Core Group)
- c. Well Registration Update

11. CLOSING COMMENTS

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

12. CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – THREATENED LITIGATION
(Government Code Sections 54956.9(e)(3) and (e)(5), Number of cases 3: Parties making threat: Meadowbrook Dairy *et al*, Mojave Pistachio *et al*, and Searles Valley Mineral *et al*.
- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code Section 54956.9(d)(4)) Number of cases: 3 or more: Based on existing facts and circumstances, the Board of Directors, on the advice of legal counsel, is meeting to decide whether, and when, to initiate litigation for failure to properly provide well registration and reporting.

13. DATE AND TIME OF NEXT MEETING – April 16, 2020

14. ADJOURN

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

BOARD OF DIRECTORS MEETING MINUTES Thursday, February 20, 2020; 10:00 a.m.

IWVGA Members Present:

Chairman Mick Gleason, Kern County	Don Zdeba, IWVGA General Manager
John Vallejo, Inyo County	Phillip Hall, Legal Counsel
Ron Kicinski, IWVWD	Steve Johnson, Stetson Engineers
Scott Hayman, City of Ridgecrest	Commander Peter Benson, US Navy, DoD Liaison
Thomas Bickauskas, Bureau of Land Management	April Nordenstrom, Clerk of the Board
Bob Page, San Bernardino County	

Attending via teleconference is Bob Page, San Bernardino County.

Meeting recording and public comment letters submitted are made available at:
<https://iwvga.org/iwvga-meetings/>

1. CALL TO ORDER:

The meeting is called to order by Chairman Gleason at 10:00 a.m.

2. OPEN SESSION:

- a. The Pledge of Allegiance is led by Mallory Boyd.
- b. April Nordenstrom calls the following roll call:

Director Vallejo	Present
Director Kicinski	Present
Chairman Gleason	Present
Director Page	Present
Vice Chair Hayman	Present

3. PUBLIC COMMENT:

The Board hears public comment from Elaine Mead.

4. CONSENT AGENDA:

- a. Approve Minutes of Board Meeting January 16, 2020
- b. Approve Expenditures
 - i. \$8,673.02 – RWG Law
 - ii. \$3,591.39 – DRI
 - iii. \$57,003.73 – Stetson Engineers
 - iv. \$498.00 – City of Ridgecrest
 - v. \$1,389.50 – The Daily Independent
 - vi. \$100.00 – California Association of Mutual Water Companies 2020 Membership Dues

Motion made by Ron Kicinski and seconded by Scott Hayman to approve Minutes of Board Meeting January 16, 2020, and the following expenditures in the amount of \$8,673.02 to RWG Law, \$3,591.39 to DRI, \$57,003.73 to Stetson Engineers, \$498.00 to City of Ridgecrest, \$1,389.50 to The Daily Independent, \$100.00 to California Association of Mutual Water Companies.

Motion unanimously carries by the following roll call vote:

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

5. FIRST READING OF ORDINANCE 01-20 – REQUIRING THE INSTALLATION OF, USE OF, AND REPORTING ON METERING EQUIPMENT FOR GROUNDWATER EXTRACTION FACILITIES IN THE INDIAN WELLS VALLEY GROUNDWATER BASIN:

Phillip Hall provides a brief description and staff report on Ordinance 01-20 (documents made available on the IWVGA website). He clarifies that the Sustainable Groundwater Management Act (SGMA) does allow the IWVGA to enforce metering to ensure we are getting accurate extraction data from the Non de minimis users within the Basin. The cost associated with meter enforcement shall be incurred by the well owner.

Director Vallejo suggests adding the following statement to the end of Article 3, Section 1 after the word meters; “in conformance with the authorities then adopted Groundwater Well Flowmeter Standards”. Hall agrees, and further suggests adding the above statement to any sentence referencing meter accuracy.

Director Kicinski notes the agenda lists the Ordinance as 01-20 but the Ordinance documents in the board packet show the numbers transposed. Hall acknowledges the typographical error and confirms it will be corrected at the second reading.

Director Page questions if any changes made to the current ordinance would require reintroduction of the first reading. Hall explains that only substantive changes require reintroduction, typographical changes do not.

The Board hears public comment from Don Decker, Larry Mead, Renee Westa-Lusk, Elaine Mead, and Stan Rajtora.

Motion made by Ron Kicinski and seconded by John Vallejo to; 1) Make a finding that the proposed Ordinance is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is for the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment, 2) Introduce Ordinance 01-20 by reading aloud its title and set the second reading, which will include the aforementioned revisions, for March 19, 2020 at the Regular IWVGA Board Meeting and 3) Distribute the draft Groundwater Well Flowmeter Standards to both the Policy Advisory Committee (PAC) and the Technical Advisory Committee (TAC) for individual written comments that will be submitted to the Water Resources Manager (WRM) by March 5, 2020.

Motion unanimously carries by the following roll call vote:

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

6. CAPITOL CORE GROUP (CCG) CONTACT EXTENSION:

Don Zdeba summarizes the staff report for the CCG Contract Extension (documents made available on

the IWVGA website). He states at the January 16 IWVGA Board Meeting, CCG brought forth the Groundwater Sustainability Report, which was to be provided to the Assistant Secretary of the Navy to justify the need for funding an infrastructure project through the Defense Community Infrastructure Program (DCIP). CCG further requested that funding within the original proposal be moved from Task 2 (Negotiation and Agreements for Water Transfers) to Task 3 (Identify and Secure Potential Funding Sources) to accomplish the process of taking this request through the various channels required for approval. Transfer of funds will result in no change to the original contracted amount.

The Board hears public comment from Renee Westa-Lusk

Motion made by Scott Hayman and seconded by Ron Kicinski to approve CCG Contract Extension as well as the internal transfer of funds from Task 2 to Task 3.

Motion unanimously carries by the following roll call vote:

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

7. CONSIDERATION OF ACTION OPPOSING THE HAIWEE GEOTHERMAL LEASING AREA PROJECT FINAL ENVIRONMENTAL ANALYSIS, FERC NO. 14991-000:

Don Zdeba provides a staff report and general information regarding the Haiwee Geothermal Project (documents made available on the IWVGA website). The project involves the proposed leasing of 22,800 acres of Bureau of Land Management (BLM) -managed lands in Rose Valley, within the watershed of the Indian Wells Valley, for exploration and possible development of geothermal resources. Groundwater modeling of Rose Valley developed by Brown and Caldwell in 2006 on behalf of Coso Operating Company indicated annual inflow to the Indian Wells Valley Basin (IWVB) from Rose Valley may be as much as 2,000 acre-feet of that total. Should a project be approved, the additional groundwater pumping may have adverse impacts on the natural recharge into the IWVB. Staff recommends the Board direct staff to submit a letter of protest requesting a study/modeling be conducted to determine the impact of new geothermal development on the natural recharge within the Indian Wells Valley watershed.

Thomas Bickauskas states the project has been going on for quite some time and is still under consideration for rezoning. Environmental Impact Studies will be done after a project has been identified. Bickauskas assures to bring any new developments to the Board.

Director Kicinski voices concerns for the impact this could have on the IWVB and further expresses his support for submitting a letter of opposition from the IWVGA. Kicinski further questions how this project started. Bickauskas answers this planning amendment was in response to three project applications.

Chairman Gleason shares his concern for the potential impact this project could have on the natural recharge flowing into the IWVB. He acknowledges the public process of both Inyo County and BLM but feels as members of the IWVGA Board they had a due diligence to make others aware of this development. Gleason emphasizes the need for transparency between the agencies.

Director Vallejo states Inyo County was aware of the Haiwee project and the issue has been presented to their Board. Inyo will not disagree with the Board's decision to oppose as they recognize concern for the effect this may have on the natural recharge into the IWVB. Vallejo states that BLM had presented this project as a Programmatic Environmental Impact Report (EIR) allowing for the potential of specific projects to be proposed and applied for, at which point in time any specific application would have to go through its own environmental analysis. Vallejo states that Inyo County is waiting on a project proposal before they take any position going forward and will update the Board as needed.

Vice Chair Hayman states that Inyo considering a project that may take water from our basin worries him, due to their apprehension of moving forward with potential imported water supplies. Hayman says this project should cease and desist before it ever gets started.

Director Page appreciates the commitment to transparency from both Inyo County and BLM. Page questions whether the Groundwater Sustainability Agency (GSA) has the authority to regulate water on BLM land. Phillip Hall states Rose Valley is outside of the IWVB and GSA has no authority over BLM, as it is a federal entity.

The Board hears public comment from Judie Decker, Lorry Wagner, Sophia Merk, Sarah Ziegers, and West Katzenstein.

Motion is made by Ron Kicinski and seconded by Scott Hayman to submit a letter of protest requesting a study/modeling be conducted to determine the impact of new geothermal development on the natural recharge within the Indian Wells Valley watershed.

Motion unanimously carries by the following roll call vote:

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

8. WATER RESOURCES MANAGER REPORT:

Steve Johnson provides updates on the following grants/programs; (presentations made available on the IWVGA website)

- a. Report on Proposition 1 Grant Status:
Both the re-draft of Invoice #3 and the draft progress report were submitted to Department of Water Resources (DWR) on February 6. Johnson states Invoice #4 is still in the drafting process and will cover July 2019 – September 2019. He states they are a full quarter behind due to most of their efforts being put into submitting the Groundwater Sustainability Plan (GSP).
- b. Severely Disadvantaged Communities (SDAC) Program:
Tentatively approved for a one-year extension and consultants may be retained after Grant Agreement is both modified and approved. Johnson states they will update the Board once they hear back from the state.
- c. Proposition 68 Grant Status:
IWVGA conditionally awarded \$200,000, which is far less than the \$750,000 requested. Johnson explains they did request higher than DWR originally quoted but provided studies and cost expenditures to support the request. DWR also denied funding for shallow well mitigation and imported water claiming these were financed through Prop. 1. IWVGA submitted a letter explaining that although these projects have been previously funded, the purpose of additional funding is for implementation plans.
- d. Groundwater Pumping Verification:
Notice of Groundwater Extraction Reporting for Pumping Verification Questionnaire was sent to the Non de minimis pumpers within the basin. The information collected from this questionnaire, along with prior pumping information, will be used to finalize the verification of pumping reports to be distributed for comment/review on April 30, 2020.
- e. Preliminary Groundwater Sustainability Plan (GSP) Implementation Schedule:
Early stages of GSP implementation have begun via the questionnaire, Ordinance 01-20, and discussion of possible post-GSP fees that will be brought to the Board at the March 19 meeting. A draft report for the Allocation of Sustainable Yield will also be presented to the Board in March. Additional tasks

tentatively scheduled are adjustment to the current pump fee, rules and regulations for meter testing standards, along with the Transient Pool and Fallowing Program.

The Board hears public comment from Elaine Mead, Judie Decker, and Camille Anderson.

9. GENERAL MANAGER'S REPORT:

- a. Monthly Financial Report
Don Zdeba provides a report on IWVGA finances (made available on the IWVGA website). The current account balance of \$30,753.00 will be used to pay the smaller invoices listed under the Consent Agenda, leaving a balance of \$16,501.09. Stetson's current invoice, along with their previously deferred invoice will be paid at a later time. Zdeba recaps the grant money misunderstanding between the Brackish Water Group and IWVGA, affirming that once payment for Invoice #3 is received, a refund check will be given to the Brackish Water Group in the amount of \$163,784.56. Zdeba states that until Invoice #4 is submitted, cashflow will be limited to pump fees.
- b. Update on Alternatives for Funding IWVGA Administrative Structure
Staff has drafted three different administrative structure scenarios that will be presented to the Board. The intent is for staff to bring a recommendation to the Board at the March 19 meeting.
- c. Report on IWVGA's Water Marketer (Capitol Core Group)
Zdeba summarizes the project update memorandum provided by CCG (documents made available on the IWVGA website). CCG will continue their efforts in pursuing DCIP funding for an infrastructure project. CCG staff attended the Association of Defense Communities Annual Conference in San Antonio, Texas and will be scheduling a call with Don Zdeba and Steve Johnson to discuss what took place. Zdeba asserts CCG attended this conference at no cost to the IWVGA.
- d. Well Registration Update
Non de minimis – 106
De minimis – 113

Director Hayman asks if CCG sent a copy of their reports to Senator Shannon Grove. Zdeba was uncertain but states he will follow up and direct them to do so if not done already.

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

10. CLOSING COMMENTS :

Chairman Gleason shares his experience in Bakersfield for President Trump's speech concerning water challenges in California. President Trump repeatedly declared his support for California communities throughout his speech. Gleason will be attending a conference in Washington, D.C. where he hopes to talk with others to further investigate President Trump's comment. Gleason states he is scheduling a trip to Sacramento to sit with DWR representatives and discuss where the IWVGA is headed. Gleason expresses a need to determine specific dates for GSP implementation tasks.

11. DATE AND TIME OF NEXT MEETING – March 19, 2020; 10:00 a.m.

With no further Board or public comments, Chairman Gleason recessed the meeting at 12:00 p.m.

The meeting was reconvened into Closed Session at 12:06 p.m.

12. CLOSED SESSION:

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

- CONFERENCE WITH LEGAL COUNSEL – EMPLOYEE REVIEW: TITLE GENERAL MANAGER (Government Code Section 54957).

The meeting was called back into Open Session at 12:59 p.m.

No action was taken which would require disclosure under the Brown Act.

13. ADJOURN:

Chairman Gleason adjourned the meeting at 12:59 p.m.

Respectfully submitted,

April Nordenstrom

Clerk of the Board
Indian Wells Valley Groundwater Authority

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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
SPECIAL MEETING MINUTES**

Friday, March 13, 2020; 10:00 a.m.

IWVGA Members Present:

Chairman Ron Kicinski, IWVWD	Don Zdeba, IWVGA General Manager
Bob Page, San Bernardino County	Phillip Hall, Legal Counsel
Mick Gleason, Kern County	Steve Johnson, IWVGA Water Resources Manager
Scott Hayman, City of Ridgecrest	

Attending via teleconference is Bob Page, San Bernardino County.

1. CALL TO ORDER:

The meeting is called to order by Chairman Gleason at 10:00 a.m.

- a. The Pledge of Allegiance is led by Camille Anderson.
- b. April Nordenstrom calls the following roll call:

Director Vallejo	Absent
Vice Chair Hayman	Present
Director Kicinski	Present
Director Page	<i>*Via Teleconference</i>
Chairman Gleason	Present

2. PUBLIC COMMENTS ON CLOSED SESSION:

None.

With no Board or Public comments, Chairman Gleason calls the meeting into Closed Session at 10:02 a.m.

3. CLOSED SESSION:

- CONFERENCE WITH LEGAL COUNSEL – THREATENED LITIGATION
Government Code § 54956.9 - Tolling Agreement Requests from Meadowbrook Dairy *et al*, Mojave Pistachio *et al*, and Searles Valley Mineral *et al*.

4. REPORT ON CLOSED SESSION:

The meeting reconvenes into Open Session at 10:13 a.m.

The Board met in closed session on the agenda item and has authorized the execution of tolling agreements with the listed parties.

5. ADJOURN:

Chairman Gleason adjourns the meeting at 10:14 a.m.

Respectfully submitted,

April Nordenstrom
Clerk of the Board of Directors
Indian Wells Valley Groundwater Authority

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Invoice

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

Invoice Number: 2652-30
Invoice Date: 03/12/20

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

Professional Services through 1/31/2020

Water Resources Management

01 - POAM No. 134 Prep & Attend Board, PAC & TAC Mtgs/Consult w/ Authority & Co

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	24.00	\$230.00	\$5,520.00
Supervisor I	20.50	\$200.00	\$4,100.00
Senior Associate	15.00	\$120.00	\$1,800.00
GIS Manager	1.00	\$115.00	\$115.00
Associate III	3.50	\$105.00	\$367.50
Assistant I	1.00	\$95.00	\$95.00
<i>Professional Services Subtotal:</i>			<u>\$11,997.50</u>

Reimbursables	<u>Charge</u>
Reproduction (Color)	\$22.25
Mileage	\$161.00
Reproduction	\$344.03
Telephone - Conference Call	\$67.68
<i>Reimbursables Subtotal:</i>	<u>\$594.96</u>

'OAM No. 134 Prep & Attend Board, PAC & TAC Mtgs/Consult w/ Authority & Com \$12,592.46

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

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.00	\$230.00	\$690.00
Supervisor I	1.50	\$200.00	\$300.00
Senior Associate	4.50	\$120.00	\$540.00
Administrative II	14.50	\$65.00	\$942.50
<i>Professional Services Subtotal:</i>			<u>\$2,472.50</u>

Reimbursables	<u>Charge</u>
Reproduction (Color)	\$68.53
Reproduction	\$4.35
<i>Reimbursables Subtotal:</i>	<u>\$72.88</u>

POAM No. 15,16 Prop 1 Grant Administration Subtotal: \$2,545.38

04.02 - POAM No. 20 Data Management System

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	8.50	\$115.00	\$977.50
GIS Manager	2.50	\$115.00	\$287.50
Assistant I	28.25	\$95.00	\$2,683.75
<i>Professional Services Subtotal:</i>			<u>\$3,948.75</u>



POAM No. 20 Data Management System Subtotal: \$3,948.75

05 - POAM No. 126 Project Management Costs & Schedule

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	2.00	\$230.00	\$460.00
Supervisor I	2.00	\$200.00	\$400.00
Senior Associate	10.00	\$120.00	\$1,200.00
Associate III	7.50	\$105.00	\$787.50
Assistant I	1.50	\$95.00	\$142.50
<i>Professional Services Subtotal:</i>			<u>\$2,990.00</u>

Reimbursables	<u>Charge</u>
Telephone - Conference Call	\$72.25
<i>Reimbursables Subtotal:</i>	<u>\$72.25</u>

POAM No. 126 Project Management Costs & Schedule Subtotal: \$3,062.25

06 - POAM No. 36 IWVGW Basin 3rd Party Sustainability/Safe Yield Rev (GSP Compli:

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$230.00	\$345.00
Supervisor I	3.00	\$200.00	\$600.00
<i>Professional Services Subtotal:</i>			<u>\$945.00</u>

POAM No. 36 IWVGW Basin 3rd Party Sustainability/Safe Yield Rev (GSP Complia \$945.00

07.01 - Imported Water RFP

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	4.50	\$230.00	\$1,035.00
Supervisor I	6.00	\$200.00	\$1,200.00
<i>Professional Services Subtotal:</i>			<u>\$2,235.00</u>

Imported Water RFP Subtotal: \$2,235.00

08.05.01 - Pumping Allocation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	21.50	\$230.00	\$4,945.00
Supervisor I	2.50	\$200.00	\$500.00
Associate III	2.00	\$105.00	\$210.00
<i>Professional Services Subtotal:</i>			<u>\$5,655.00</u>

Pumping Allocation Subtotal: \$5,655.00

08.08 - POAM No. 107 Develop Draft

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	6.00	\$230.00	\$1,380.00
Supervisor I	59.50	\$200.00	\$11,900.00
Senior Associate	118.50	\$120.00	\$14,220.00
Associate III	58.75	\$105.00	\$6,168.75
Assistant I	8.25	\$95.00	\$783.75
Technical Illustrator	0.50	\$85.00	\$42.50
<i>Professional Services Subtotal:</i>			<u>\$34,495.00</u>

POAM No. 107 Develop Draft Subtotal: \$34,495.00

11.01 - POAM No. 56 Monitoring Wells - Planning

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	8.50	\$115.00	\$977.50



11.01 - POAM No. 56 Monitoring Wells - Planning

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Assistant I	14.00	\$95.00	\$1,330.00
<i>Professional Services Subtotal:</i>			<u>\$2,307.50</u>
<i>POAM No. 56 Monitoring Wells - Planning Subtotal:</i>			<u>\$2,307.50</u>

11.02 - POAM No. 56 Monitoring Wells - Implementation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.50	\$200.00	\$300.00
Associate I	1.00	\$115.00	\$115.00
Assistant I	3.50	\$95.00	\$332.50
<i>Professional Services Subtotal:</i>			<u>\$747.50</u>
<i>POAM No. 56 Monitoring Wells - Implementation Subtotal:</i>			<u>\$747.50</u>

11.06 - POAM No. 74 Water Quality & Stable Isotope Sampling

Reimbursables		<u>Charge</u>
Laboratory / Testing		\$440.75
<i>Reimbursables Subtotal:</i>		<u>\$440.75</u>
Sub-Contractors		<u>Charge</u>
Board of Regents		\$3,521.97
<i>Sub-Contractors Subtotal:</i>		<u>\$3,521.97</u>
<i>POAM No. 74 Water Quality & Stable Isotope Sampling Subtotal:</i>		<u>\$3,962.72</u>

11.07 - POAM No. 69 Weather Stations - Planning

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	9.50	\$115.00	\$1,092.50
<i>Professional Services Subtotal:</i>			<u>\$1,092.50</u>
<i>POAM No. 69 Weather Stations - Planning Subtotal:</i>			<u>\$1,092.50</u>

11.08 - POAM No. 69 Weather Stations - Implementation

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>
<i>POAM No. 69 Weather Stations - Implementation Subtotal:</i>			<u>\$230.00</u>

14 - POAM No. 139 Pumping Assessment Support

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	0.50	\$120.00	\$60.00
<i>Professional Services Subtotal:</i>			<u>\$60.00</u>
<i>POAM No. 139 Pumping Assessment Support Subtotal:</i>			<u>\$60.00</u>

15 - TSS Program

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

20 - Prop 68 Grant Application

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$230.00	\$345.00
Senior I	4.00	\$160.00	\$640.00
<i>Professional Services Subtotal:</i>			<u>\$985.00</u>



Prop 68 Grant Application Subtotal: \$985.00

21 - Prop. 218 Report Preparation

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	5.00	\$200.00	\$1,000.00
Senior Associate	2.50	\$120.00	\$300.00
Associate III	46.00	\$105.00	\$4,830.00

Professional Services Subtotal: \$6,130.00

Prop. 218 Report Preparation Subtotal: \$6,130.00

22 - Prepare Meter Testing Specifications

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior I	4.00	\$160.00	\$640.00
Associate I	10.00	\$115.00	\$1,150.00

Professional Services Subtotal: \$1,790.00

Prepare Meter Testing Specifications Subtotal: \$1,790.00

Water Resources Management Subtotal: **\$83,384.06**

***** Invoice Total ***** **\$83,384.06**



REIMBURSABLE SUMMARY

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

Invoice Number: 2652-30

Invoice Date: 03/12/20

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

Manager: Stephen Johnson

Professional Services through 01/31/2020

Water Resources Management

01 - POAM No. 134 Prep & Attend Board,PAC & TAC Mtgs/Consult w/ Authority & Committees to Dev GSP

Reimbursables

Description	Date	Units	Unit Rate	Charge	Notes
Reproduction	01/15/2020	1.00	\$129.57	\$129.57	
Reproduction	01/15/2020	1.00	\$214.31	\$214.31	
Mileage	01/16/2020	280.00	\$0.58	\$161.00	
Telephone - Conference Call	01/23/2020	1.00	\$30.18	\$30.18	
Telephone - Conference Call	01/29/2020	1.00	\$37.50	\$37.50	
Reproduction	01/31/2020	1.00	\$0.15	\$0.15	
Reproduction (Color)	01/31/2020	25.00	\$0.89	\$22.25	

POAM No. 134 Prep & Attend Board,PAC & TAC Mtgs/Consult w/ Auth **\$594.96**

05 - POAM No. 126 Project Management Costs & Schedule

Reimbursables

Description	Date	Units	Unit Rate	Charge	Notes
Telephone - Conference Call	01/06/2020	1.00	\$38.12	\$38.12	
Telephone - Conference Call	01/09/2020	1.00	\$34.13	\$34.13	

POAM No. 126 Project Management Costs & Schedule Sub-Total: **\$72.25**

07 - POAM No. 82 IWVGW Basin Optyts & Constraints for Alt Imported Water Supplies

Reimbursables

Description	Date	Units	Unit Rate	Charge	Notes
Reproduction	01/31/2020	29.00	\$0.15	\$4.35	
Reproduction (Color)	01/31/2020	77.00	\$0.89	\$68.53	

POAM No. 82 IWVGW Basin Optyts & Constraints for Alt Imported Wat **\$72.88**

11.06 - POAM No. 74 Water Quality & Stable Isotope Sampling

Reimbursables

Description	Date	Units	Unit Rate	Charge	Notes
Laboratory / Testing	01/14/2020	1.00	\$221.00	\$221.00	
Laboratory / Testing	01/14/2020	1.00	\$219.75	\$219.75	

Sub-Contractors

Description	Date	Units	Unit Rate	Charge	Notes
Board of Regents	01/31/2020	1.00	\$3,521.97	\$3,521.97	

POAM No. 74 Water Quality & Stable Isotope Sampling Sub-Total: **\$3,962.72**

D R A F T



Invoice for Stetson Engineers Inc, Isotopic Support

INVOICE TO

Stetson Engineers Inc
Attn: Accounts Payable
2171 East Francisco Blvd. Suite K
San Rafael, CA 94901

INVOICE NUMBER: CI-06-3205 / 05 ✓

DATE: 02/14/20

AMOUNT: \$3,521.97 ✓

TERMS: Due Upon Receipt

Contract/Grant/Agreement/Purchase Order Stetson Engineers Inc. Contract # 2652 - 001 ✓ Contract Dated 5/24/19	Period Billed	
	From 11/1/2019	To 1/31/2020
Title: Stetson Engineers Inc, / Isotopic Support - Indian Wells Valley Groundwater Authority		
P.I.: Chapman, Jenny		
DRI Acct: AWD-06-00000523 / GR09067 RC0068 TAX ID #: 886000024		
Cost Elements/Services	Current	Cumulative

Stetson Engineers, Inc. - Isotopic Support - Indian Wells Valley Groundwater Authority

Salaries	3,521.97	17,236.85
Travel	0.00	0.00
Operating	0.00	0.00
Totals	<u>3,521.97</u>	<u>17,236.85</u>

Total Amount Due This Invoice 3,521.97 ✓

Budget Amount	28,137.00
Invoiced to Date	<u>17,236.85</u>
Budget Balance	10,900.15

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

Sherril Schmidt _____ 02/14/20
 Sherril Schmidt, Sponsored Research Specialist Date

(775) 673-7404

Make Check Payable To: Board of Regents	Mail Check To:	Desert Research Institute Financial Services Office 2215 Raggio Parkway Reno, Nevada 89512-1095
--	----------------	--

* Please return Invoice Copy with Check *



Nov - January 2020

Stetson Engineers - Isotopic Support - IWVGA

GR09067

Contract # 2652 - 001

Position	Worker	Rate	Hours	Cost
Groundwater Modeler-SME	Karl Pohlmann	230.78	0.000000	0.00
Hydrogeologist-SME	Jenny Chapman	258.45	13.627278	3,521.97
Geochemist-SME	Jim Thomas	193.52	0.000000	0.00
Geochemist	Ron Hershey	184.51	0.000000	0.00
GIS Professional	Cheryl Collins	98.95	0.000000	0.00

Total Salaries & Fringe

3,521.97



INVOICE
UNIVERSITY OF CALIFORNIA, DAVIS
 Davis, CA 95616
 FED ID# 946036494

INVOICE 01-56356654

Page 1 of 1
 DATE: 01/14/2020

CUSTOMER: 3/OSIF/23909

ATTN: ACCOUNTS PAYABLE
 STETSON ENGINEERS INC
 2171 E FRANCISCO BLVD
 STE K
 SAN RAFAEL
 UNITED STATES

CA 94901

ORGANIZATION:
 STABLE ISOTOPE FACILITY
 FAX: (530) 752-4361
 PREPARED BY: Robledo, G (sifaccounting@ucdavis.edu)
 PHONE: (530) 754-7517

QTY	UNIT	DESCRIPTION	SERVICE DATE	UNIT PRICE	ITEM AMOUNT	TAX AMOUNT	TOTAL AMOUNT
7.00	EA	DH AND 180 IN WATER SAMPLE ANALYSIS	12/16/2019	18.00	126.00	0.00	126.00
5.00	EA	13C DIC, GAS EVOLUTION PREP & ANALYSIS (SAMPLES SUBMITTED BY JOEL BARNARD / JEAN MORAN. DATAFILE: BARNARD DIC 110619 121719.XLSX)	12/20/2019	19.00	95.00	0.00	95.00
PRETAX TOTAL:							221.00
*** 0.000% TAX AMOUNT:							0.00
PAY THIS AMOUNT:							221.00

DUE UPON RECEIPT.
 CREDIT CARD PAYMENT ACCEPTED AT [HTTP://UCANR.EDU/SIFANALYSIS](http://UCANR.EDU/SIFANALYSIS)
 PLEASE EMAIL BANK REMITTANCE INFORMATION TO SIFACCOUNTING@UCDAVIS.EDU

STETSON ENGINEERS INC.
APPROVED FOR PAYMENT
 A/P #: _____
 DATE: 1/24/2020
 JOB #: 2652 total: 11,060
 SIG.: RB

Detach & Return Lower Portion With Payment

PLEASE MAKE CHECK PAYABLE TO: **The Regents of U.C.**

REMIT TO: Cashiers Office
 University of California Davis
 PO Box 989062
 West Sacramento, CA 95798-9062
 US

INVOICE: 01-56356654
 CUSTOMER: 3/OSIF/23909
 INVOICE DATE: 01/14/2020

DUE & PAYABLE UPON RECEIPT

ATTN: ACCOUNTS PAYABLE
 STETSON ENGINEERS INC
 2171 E FRANCISCO BLVD
 STE K
 SAN RAFAEL
 UNITED STATES

CA 94901

AMOUNT DUE (USD)
221.00

2001000000000221000563566540

Project Accounting Summary

Account #: 1757778 Invoice #: 1744644315 Date: 01/31/2020

PAC: 1336				
Owner Name	Conference	Date	Minutes	Conf Charge
Sharoody, Ali	330131214	01/31/20	153	\$26.12
Sharoody, Ali	329151186	01/27/20	150	\$26.12
Sharoody, Ali	327062087	01/14/20	309	\$47.13
Total Conferences:	3		612	\$99.37

PAC: 1526				
Owner Name	Conference	Date	Minutes	Conf Charge
Krueger, Robyn	325122775	01/02/20	1354	\$206.40
Total Conferences:	1		1354	\$206.40

PAC: 19611003				
Owner Name	Conference	Date	Minutes	Conf Charge
Castaneda, Fatima	326274280	01/09/20	687	\$104.74
Total Conferences:	1		687	\$104.74

PAC: 2107				
Owner Name	Conference	Date	Minutes	Conf Charge
Krueger, Robyn	326478402	01/10/20	231	\$35.22
Total Conferences:	1		231	\$35.22

PAC: 265201				
Owner Name	Conference	Date	Minutes	Conf Charge
Castaneda, Fatima	328705129	01/23/20	198	\$30.18
Total Conferences:	1		198	\$30.18

PAC: 2682				
Owner Name	Conference	Date	Minutes	Conf Charge
Reich, Steve	329182239	01/27/20	148	\$26.11
Reich, Steve	325772372	01/07/20	282	\$43.02
Total Conferences:	2		430	\$69.13

PAC: 2738				
Owner Name	Conference	Date	Minutes	Conf Charge
Krueger, Robyn	326192739	01/09/20	109	\$25.97
Total Conferences:	1		109	\$25.97

PAC: 3104				
Owner Name	Conference	Date	Minutes	Conf Charge
Castaneda, Fatima	329668040	01/29/20	246	\$37.50
Castaneda, Fatima	326162456	01/09/20	224	\$34.13

Project Accounting Summary

Account #: 1757778 Invoice #: 1744644315 Date: 01/31/2020

PAC: 3104

<i>Owner Name</i>	<i>Conference</i>	<i>Date</i>	<i>Minutes</i>	<i>Conf Charge</i>
Castaneda, Fatima	325521232	01/06/20	250	\$38.12
Total Conferences:	3		720	\$109.75



INVOICE
UNIVERSITY OF CALIFORNIA, DAVIS
 Davis, CA 95616
 FED ID# 946036494

Page 1 of 1
 DATE: 01/14/2020

INVOICE 01-56356780

CUSTOMER: 3/OSIF/23909

ATTN: ACCOUNTS PAYABLE
 STETSON ENGINEERS INC
 2171 E FRANCISCO BLVD
 STE K
 SAN RAFAEL
 UNITED STATES

CA 94901

ORGANIZATION:
 STABLE ISOTOPE FACILITY
 FAX: (530) 752-4361
 PREPARED BY: Robledo, G (sifaccounting@ucdavis.edu)
 PHONE: (530) 754-7517

QTY	UNIT	DESCRIPTION	SERVICE DATE	UNIT PRICE	ITEM AMOUNT	TAX AMOUNT	TOTAL AMOUNT
4.00	EA	DH AND 180 IN WATER SAMPLE ANALYSIS (SAMPLES SUBMITTED BY JOEL BARNARD / JEAN MORAN. DATAFILE: BARNARD (INDIAN WELLS VALLEY) DHO DATA REPORT 11-6-19.XLSX)	12/16/2019	18.00	72.00	0.00	72.00
11.00	EA	TRANSFER TO GC VIALS FOR DH AND 180 WATER SAMPLES FOR SAMPLES RECEIVED 10-8-2019 AND 11-6-2019 (DATAFILE: BARNARD (INDIAN WELLS VALLEY) DHO DATA REPORT 11-6-19.XLSX)	12/16/2019	3.25	35.75	0.00	35.75
3.00	EA	13C DIC, GAS EVOLUTION PREP & ANALYSIS (SAMPLES SUBMITTED BY JOEL BARNARD / JEAN MORAN. DATAFILE: BARNARD DIC 100819 111419.XLSX)	12/17/2019	19.00	57.00	0.00	57.00
2.00	EA	DOC SAMPLE ANALYSIS (SAMPLES SUBMITTED BY JOEL BARNARD / JEAN MORAN. DATAFILE: BARNARD INDIAN WELLS VALLEY DOC 1019.XLSX)	12/23/2019	25.00	50.00	0.00	50.00
2.00	EA	TRANSFER TO I-CHEM VIAL FOR DOC SAMPLES (DATAFILE: BARNARD INDIAN WELLS VALLEY DOC 1019.XLSX)	12/23/2019	2.50	5.00	0.00	5.00
						PRETAX TOTAL:	219.75
						*** 0.000% TAX AMOUNT:	0.00
						PAY THIS AMOUNT:	219.75

STETSON ENGINEERS INC.
APPROVED FOR PAYMENT
 A/P #: _____
 DATE: 1/24/2020
 JOB #: 2652-051/11.06

SIG: [Signature] DUE UPON RECEIPT.
 CREDIT CARD PAYMENT ACCEPTED AT [HTTP://UCANR.EDU/SIFANALYSIS](http://UCANR.EDU/SIFANALYSIS)
 PLEASE EMAIL BANK REMITTANCE INFORMATION TO SIFACCOUNTING@UCDAVIS.EDU

Detach & Return Lower Portion With Payment

PLEASE MAKE CHECK PAYABLE TO: **The Regents of U.C.**
REMIT TO: Cashiers Office
 University of California Davis
 PO Box 989062
 West Sacramento, CA 95798-9062
 US

INVOICE: 01-56356780
CUSTOMER: 3/OSIF/23909
INVOICE DATE: 01/14/2020

DUE & PAYABLE UPON RECEIPT

ATTN: ACCOUNTS PAYABLE
 STETSON ENGINEERS INC
 2171 E FRANCISCO BLVD
 STE K
 SAN RAFAEL
 UNITED STATES

AMOUNT DUE (USD)
219.75

200100000000219750563567801



January 15, 2020 19:39
Receipt #: 0301364080
VISA #: XXXXXXXXXXXX9016
2020/01/15 19:24

Page: 1

Qty	Description	Amount
10	PNG Color S/S 8.5x11 & 8.5x14	6.50
175	PNG Color S/S 8.5x11 & 8.5x14	113.75
	SubTotal	120.25
	Taxes	9.32
	Total	129.57

The Cardholder agrees to pay the Issuer of the charge card in accordance with the agreement between the Issuer and the Cardholder.

444 N Harbor Blvd.
FULLERTON, CA 92832
(714) 992-2660
www.FedExOffice.com

Tell us how we're doing and receive
\$7 off your next \$40 print order
at fedex.com/welisten or 1-800-398-0242
Offer Code: _____ Offer expires 06/30/2020

By submitting your project to FedEx Office or by making a purchase in a FedEx Office store, you agree to all FedEx Office terms and conditions, including limitations of liability. Request a copy of our terms and conditions from a team member or visit fedex.com/officeserviceterms for details.

Please Recycle This Receipt



January 15, 2020 19:39
Receipt #: 0301364082
VISA #: XXXXXXXXXXXX9016
2020/01/15 19:28

Page: 1

Qty	Description	Amount
306	PNG Color S/S 8.5x11 & 8.5x14	198.90
	SubTotal	198.90
	Taxes	15.41
	Total	214.31

The Cardholder agrees to pay the Issuer of the charge card in accordance with the agreement between the Issuer and the Cardholder.

444 N Harbor Blvd.
FULLERTON, CA 92832
(714) 992-2660
www.FedExOffice.com

Tell us how we're doing and receive
\$7 off your next \$40 print order
at fedex.com/welisten or 1-800-398-0242
Offer Code: _____ Offer expires 06/30/2020

By submitting your project to FedEx Office or by making a purchase in a FedEx Office store, you agree to all FedEx Office terms and conditions, including limitations of liability. Request a copy of our terms and conditions from a team member or visit fedex.com/officeserviceterms for details.

Please Recycle This Receipt

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Brown Armstrong Accountancy Corporation

4200 Truxtun Avenue
Suite 300
Bakersfield, CA 93309
661-324-4971

INDIAN WELLS VALLEY GROUND WATER AUTHORITY
CITY OF RIDGECREST
100 W. CALIFORNIA AVENUE
RIDGECREST, CA 93555

Invoice No. 252668

Date February 23, 2020

Client No. 32711.001

Work in progress on 2018 and 2019 audit:

(Contract amount/Billed to date: \$9,000/\$3,000)

Current Invoice Amount	\$	2,000.00
Beginning Balance		<u>0.00</u>
Balance Due	\$	<u>2,000.00</u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,000.00	0.00	0.00	0.00	0.00	2,000.00

Please remit by: March 25, 2020
Credit Card Payments Accepted
(3% Convenience Fee will Apply)
Make checks payable to: **Brown Armstrong**
E-mail billing inquiries to: Candi White
cwhite@bacpas.com

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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 2020-014

DATE 03/02/2020 **TERMS** Net 45

DUE DATE 04/16/2020

DATE	ACCOUNT SUMMARY	AMOUNT
02/03/2020	Balance Forward	\$4,200.00
	Other payments and credits after 02/03/2020 through 03/01/2020	0.00
03/02/2020	Other invoices from this date	0.00
	New charges (details below)	3,925.00
	Total Amount Due	\$8,125.00

ACTIVITY	HOURS	RATE	AMOUNT
Charges			
Task 3: Identification and Secure Potential Funding Sources			
Government Relations:Federal Legislative Affairs	0.75	150.00	112.50
Direct Advocacy: Internal Strategy Call re: DCIP {Newman}			
Government Relations:Federal Legislative Affairs	2	150.00	300.00
Direct Advocacy: DCIP Procedure research/calls with USSECDEF Lord's office {Newman}			
Government Relations:Federal Legislative Affairs	2	225.00	450.00
Direct Advocacy: Meeting w/ ASECNAV Niemyer and Director Kline re: Water Supplies {Simonetti}			
Government Relations:Federal Legislative Affairs	1	225.00	225.00
Direct Advocacy: Meeting w/ Navy EIE Office re: ERCIP Program {Simonetti}			
Government Relations:Federal Legislative Affairs	1	225.00	225.00
Direct Advocacy: Legislative follow-up calls on various meetings {Simonetti}			
Government Relations:Federal Legislative Affairs	1.50	225.00	337.50
Monthly Report and administrative {Simonetti}			
Government Relations:Public Policy	1	225.00	225.00
Board Meeting items, follow-up w/ IWVGA {Simonetti}			
Government Relations:Federal Legislative Affairs	1.50	225.00	337.50
Direct Advocacy: Staff call with IWVGA re: Next Steps U.S. Navy {Simonetti}			

ACTIVITY	HOURS	RATE	AMOUNT
Government Relations:Federal Legislative Affairs Direct Advocacy: Finalize DCIP procedures letter, calls with potential coalition members {Simonetti}	1.50	225.00	337.50
Government Relations:Federal Legislative Affairs Direct Advocacy: Meeting w/ ASECNAV San Antonio {McKinney}	1	250.00	250.00
Government Relations:Federal Legislative Affairs Direct Advocacy: Meeting w/ DOD Staff, U.S. Navy Energy, Installations, and Environment {McKinney}	1.50	250.00	375.00
Government Relations:California Legislative Affairs Direct Advocacy: Meeting w/ Governor's Military Council Chairman {McKinney}	1	250.00	250.00
Government Relations:Federal Legislative Affairs Direct Advocacy: Imported Water Supplies Meeting w/ ASECAF {McKinney}	1	250.00	250.00
Government Relations:Federal Legislative Affairs Direct Advocacy: Other program research -- Direct funding opportunities {McKinney}	1	250.00	250.00
Task 3 Total = \$3,925.00			

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

TOTAL OF NEW CHARGES

3,925.00

TOTAL DUE

\$8,125.00

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

**COVERAGE PROPOSAL
Indian Wells Valley Groundwater Authority**

**COVERAGE PERIOD
4/1/2020 - 4/1/2021**

**PRESENTED BY:
Walter Mortensen Insurance**



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



PREMIUM SUMMARY

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

PAGE	COVERAGE SECTION	PREMIUM	
3-7	SECTION 1. PROPERTY (Property, Equipment Breakdown & Mobile Equipment)	\$	N/A
8	SECTION 2. COMMERCIAL CRIME	\$	750.00
9-10	SECTION 3. COMMERCIAL GENERAL LIABILITY	\$	4,018.00
11	SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Wrongful Acts, Employment Practices & Employee Benefits, Privacy and Network Risk)	\$	1,450.00
12	SECTION 5. BUSINESS AUTO	\$	N/A
13	SECTION 6. COMMERCIAL EXCESS LIABILITY	\$	2,773.00
MEMBER CONTRIBUTION		\$	8,991.00
JPRIMA ADMINISTRATION FEES		\$	1,002.00
TOTAL AMOUNT DUE*		\$	9,993.00

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

NOTES:

The JPRIMA MOC has a common anniversary date of April 1, 2020.

Terrorism coverage is automatically included for Property and General Liability.

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 4/1/2020 - 4/1/2021

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



SECTION 1. PROPERTY*

***PROPERTY IS INCLUDED IN THE PROPOSAL: No**

ISSUER:

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

REINSURER:

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

FORM:

- Proprietary & Integrated

LIMITS:

Blanket Property: (Real Property & Business Personal Property)	N/A
Blanket Coverage Extension: A separate blanket limit that applies to the following coverages: Business Income, Extended Business Income, Commandeered Property, Civil Authority, Extra Expense, Tenant Leasehold Interest, Electronic Data, Preservation of Property.	N/A
Equipment Breakdown / Boiler & Machinery:	Not Included
Mobile Equipment (scheduled):	N/A
Mobile Equipment (unscheduled, maximum \$10,000 any one item):	N/A
Mobile Equipment (borrowed, rented & leased):	N/A
Flood Zone X: (shaded/unshaded)	N/A

DEDUCTIBLES:

- N/A** Property
- N/A** Mobile Equipment
- N/A** Equipment Breakdown (aboveground & less than 50 feet belowground)
- N/A** Equipment Breakdown (greater than 50 feet belowground)
- N/A** Flood Zone X (per occurrence)

COVERAGE HIGHLIGHTS:

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

VALUATION:

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

KEY EXCLUSIONS:

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

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 4/1/2020 - 4/1/2021

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

SPECIAL COVERAGES:

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

KEY DEFINITIONS

■ **Real Property:**

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

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

■ **Business Personal Property:**

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

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

■ **Pollution Conditions:**

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

KEY DEFINITIONS *(continued)*

■ **Remediation Expenses:**

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

■ **Outdoor Property:**

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

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

■ **Equipment Breakdown:**

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

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



PROPERTY SUBLIMITS:

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

NOTES:

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

This section of the proposal is excluded. There is no Property coverage afforded to this insured.

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 4/1/2020 - 4/1/2021

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



SECTION 2. COMMERCIAL CRIME*

***COMMERCIAL CRIME IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

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

REINSURER:

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

FORM:

- Proprietary & Integrated

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

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

DEDUCTIBLE:

\$1,000 each claim

DESIGNATED EMPLOYEE BENEFIT PLAN(S):

COVERAGE HIGHLIGHTS:

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

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 4/1/2020 - 4/1/2021

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



SECTION 3. GENERAL LIABILITY*

***GENERAL LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

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

REINSURER:

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

FORM:

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

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

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

DEDUCTIBLE:

\$5,000 each claim including expenses

COVERAGE HIGHLIGHTS:

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

OPTIONAL COVERAGES:

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

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 4/1/2020 - 4/1/2021

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

SPECIAL COVERAGES:

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

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 4/1/2020 - 4/1/2021

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

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



SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY*

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

ISSUER:

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

REINSURER:

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

FORM:

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

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

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

PRIVACY LIABILITY AND NETWORK RISK¹:

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

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

SPECIAL COVERAGE:

- Inverse Condemnation

RETROACTIVE DATE:

N/A

DEDUCTIBLE:

\$5,000 each claim including expenses each claim including expenses

COVERAGE HIGHLIGHTS:

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

NOTES:

Privacy Liability coverage is excluded.

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 4/1/2020 - 4/1/2021

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



SECTION 5. BUSINESS AUTO*

***BUSINESS AUTO IS INCLUDED IN THE PROPOSAL: No**

ISSUER:

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

REINSURER:

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

FORM:

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

PORTFOLIO:

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

DEDUCTIBLE:

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

NOTES:

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



SECTION 6. EXCESS LIABILITY*

***EXCESS LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

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

REINSURER:

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

FORM:

- Following Form
- Occurrence
- Defense Costs Outside the Limits

LIMITS:

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

SCHEDULED UNDERLYING POLICIES:

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

NOTABLE EXCLUSION:

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

NOTES:

Employers' Liability subject to JPRIMA security requirements.

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IWVGA ADMINISTRATIVE OFFICE

MEMORANDUM

TO: IWVGA Board Members **DATE:** March 19, 2020

FROM: Phillip Hall, General Counsel

SUBJECT: Second Read and Adoption of Ordinance No 01-20: Requiring the Installation of, Use of and Reporting on Metering Equipment for Groundwater Extraction Facilities in the Indian Wells Valley Groundwater Basin

DISCUSSION

A fundamental component of the Groundwater Sustainability Plan for the Indian Wells Valley Groundwater Basin is the accurate measurement, reporting and monitoring of groundwater extractions. With the exception of certain extraction facilities (namely De Minimis and those operated by Federal entities), SGMA expressly provides the Authority with the ability to require the metering of, and extraction reporting on, all groundwater extraction facilities in the Basin.

The attached Ordinance requires the installation of both primary and secondary metering equipment. Secondary metering equipment and biennial accuracy testing is required because Water Meters are a mechanical device that can, and do, occasionally lose accuracy. It should be noted that Authority staff has determined that most extraction facilities subject to the provisions of this Ordinance are already equipped with metering devices.

Groundwater Well Flowmeter Standards setting forth meter specifications and containing information from meter manufacturers, distributors, installers and accuracy testers will be provided for adoption along with this Ordinance at today Board meeting. Both of these documents have been provided to the PAC and TAC for individual comment and to the extent that staff concerns that a comment was productive it has been added.

Authority staff has reviewed and considered the environmental impacts of this action and concluded that this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is for the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

This Ordinance was previously introduced by at the February Board meeting and there have been no

substantive changes. Therefore, this Ordinance is ready for final adoption today.

RECOMMENDATION

Staff recommends that your Board:

- 1) Make a finding that the proposed Ordinance is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is for the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment.
- 2) The Ordinance Title should be read aloud and further reading of the Ordinance should be waived. The Title is Ordinance No 20-01; Requiring the Installation of, Use of and Reporting on Metering Equipment for Groundwater Extraction Facilities in the Indian Wells Valley Groundwater Basin.
- 3) Then Ordinance should be adopted.

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

In the matter of:

Ordinance No. 01-20

**REQUIRING THE INSTALLATION OF, USE OF AND
REPORTING ON METERING EQUIPMENT FOR
GROUNDWATER EXTRACTION FACILITIES IN
THE INDIAN WELLS VALLEY GROUNDWATER BASIN.**

I, _____, Clerk of the Board of Directors for the Indian Wells Valley Groundwater Authority, do certify that the following ordinance, on motion of Director _____, seconded by Director _____, was duly passed and adopted by the Board of Directors at an official meeting this 19th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Mick Gleason, Chairman of the Board
Indian Wells Valley Groundwater Authority

ATTEST:

Clerk of the Board of Directors
Indian Wells Valley Groundwater Authority

April Nordenstrom

WITNESSETH

(a) The Indian Wells Valley Groundwater Authority ("Authority") was formed for the express purpose of cooperatively carrying out the requirements of the Sustainable Groundwater Management Act ("SGMA"), including, but not limited to, the funding, development, adoption and implementation of a Groundwater Sustainability Plan ("GSP") that achieves groundwater sustainability in the Indian Wells Valley Groundwater Basin.

(b) The Authority is the exclusive Groundwater Sustainability Agency for the Indian Wells Valley Groundwater Basin, which is designated as Basin number 6-54 in Department of Water Resources' Bulletin No. 118.

(c) The Authority adopted the “Groundwater Sustainability Plan for the Indian Wells Valley Groundwater Basin” on January 16, 2020.

(d) A fundamental component of the Groundwater Sustainability Plan for the Indian Wells Valley Groundwater Basin is the accurate measurement, reporting and monitoring of groundwater extractions and, with the exception of certain extraction facilities, SGMA provides the Authority with the express power to require the metering of all extraction facilities in the Basin.

(e) The Authority has reviewed and considered the environmental impacts of this action and concluded that this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is for the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

NOW THEREFORE, the Board of Directors of the Indian Wells Valley Groundwater Authority ordains as follows:

ARTICLE 1. GENERAL

Section 1. Title

This Ordinance shall be known as the “Metering Ordinance of the Indian Wells Valley Groundwater Authority.”

Section 2. Jurisdictional Findings

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

Section 3. Effective Date

This Ordinance shall take effect thirty days after its adoption on the 18th day of April 2020 and it shall remain in full force and effect until expressly rescinded, and/or amended, by the Authority’s Board of Directors.

Section 4. Certification

The Clerk of the Board of Directors shall certify the passage and adoption of this Ordinance and shall cause the same to be published in accordance with applicable law.

Section 5. Definitions

As used in this Ordinance, the following terms shall have the meanings stated below:

- A) **“Authority”** shall mean and refer to the Indian Wells Valley Groundwater Authority.

- B) **“Basin”** shall mean and refer to the Indian Wells Valley Groundwater Basin which is designated in DWR Bulletin 118 as Basin No. 6-54.
- C) **“De Minimis Extractor”** shall mean and refer to any person who extracts, for domestic purposes, two acre-feet or less per year.
- D) **“Extraction”** shall mean and refer to the act of obtaining groundwater by pumping or other controlled means.
- E) **“Extraction Facility”** shall mean and refer to any device or method used (e.g. water well) for the extraction of groundwater within the Basin.
- F) **“Groundwater”** shall mean and refer to any and all waters found beneath the surface of the earth.
- G) **“Groundwater Extractor”** shall mean and refer to a person who operates a groundwater Extraction Facility. The owner of land upon which a groundwater Extraction Facility is situated shall be conclusively presumed to be the operator unless a satisfactory showing is made to the Authority that the Extraction Facility is operated by some person other than the owner.
- H) **“Groundwater Well Flowmeter Standards”** shall mean and refer to the Authority’s adopted standards setting forth meter specifications and containing information from meter manufacturers, distributors, installers and accuracy testers.
- I) **“Hour Meter”** shall mean and refer to a manufactured instrument for accurately measuring and recording elapsed pumping times in hours and tenths of an hour.
- J) **“Metering Equipment”** shall mean and refer to both the primary and secondary metering equipment used to record extractions by an Extraction Facility.
- K) **“Person”** shall mean and refer to any person, firm, association, organization, partnership, business trust, corporation, limited liability company or company.
- L) **“Water Meter”** shall mean and refer to a manufactured instrument for accurately measuring and recording the flow of water in a pipeline.
- M) **“Water Year”** shall mean and refer to the period from October 1 through the following September 30, inclusive.

ARTICLE 2. INSTALLATION AND USE OF METERING EQUIPMENT

Section 1. Extraction Facility Metering Installation Requirements

Groundwater Extractors in the Basin shall, at their own expense, install a Water Meter and an Hour Meter on each, and every one, of their Extraction Facilities by no later than June 1, 2020.

Section 2. De Minimis Extractor Exemptions to the Metering Requirements.

De Minimis Extractors are exempt from the requirements of this Ordinance provided that they have registered their Extraction Facility with the Authority.

Section 3. Federal Extraction Facility Metering

Federally owned Extraction Facilities are exempt from the requirements of this Ordinance.

Section 4. Primary Metering Equipment Requirements

Water Meters, installed in conformance with the Authority's then adopted "Groundwater Well Flowmeter Standards," shall be used as the primary metering device on all Extraction Facilities in the Basin by no later than June 1, 2020.

Section 5. Secondary Metering Equipment Requirements

Hour Meters, installed in conformance with the Authority's then adopted "Groundwater Well Flowmeter Standards," shall be used as the secondary metering device on all Extraction Facilities in the Basin by no later than June 1, 2020.

Section 6. Metering Equipment Exemptions

If special circumstances exist which make it impossible for a Groundwater Extractor to meet either of the metering requirements of this Ordinance, the Groundwater Extractor may make a written request for an alternative measuring requirement by no later than May 1, 2020. The request must be provided in writing and it must set forth a specific alternative method for measuring Extractions from the Extraction Facility.

ARTICLE 3. METER TESTING REPORTS AND REPAIRS.

Section 1. Meter Testing

All Metering Equipment shall be checked for accuracy, in accordance with the Authority's then adopted "Groundwater Well Flowmeter Standards," by August 1, 2020, and every 2 years thereafter, by a person qualified to test, repair, and install such equipment. In addition, whenever Metering Equipment is installed or repaired, it shall be checked for accuracy, in accordance with the Authority's then adopted "Groundwater Well Flowmeter Standards," by a person qualified to test, repair, and install meters.

Section 2. Accuracy Test Report Submission

All Groundwater Extractors shall submit a test report, in accordance with the Authority's then adopted "Groundwater Well Flowmeter Standards," on an Authority provided form by August 1, 2020, and every 2 years thereafter, certifying the Metering Equipment accuracy.

Section 3. Inaccuracy Reporting and Repair

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

Section 4. Special Circumstances Requiring Further Accuracy Testing

If the Authority has reason to believe that Extraction reported from an Extraction Facility is in error, the Authority may, at its sole discretion, order the Extractor to immediately have the Extraction Facility's Metering Equipment checked for accuracy, in accordance with the Authority's then adopted "Groundwater Well Flowmeter Standards," by a person qualified to test, repair, and install meters.

ARTICLE 4. ANNUAL EXTRACTION STATEMENT

On, or before, June 1, 2020, and thereafter annually on, or before, each November 1st, all Extractors must provide the Authority with an Annual Extraction Statement ("Statement") on a form provided by the Authority. The Annual Extraction Statement will report on the Extractions over the last Water Year from each Extraction Facility operated by the Extractor.

ARTICLE 5. IMPLEMENTATION ASSISTANCE

Groundwater Well Flowmeter Standards will be developed, adopted and periodically reviewed by the Authority. The adopted Standards shall set forth meter specifications and it will contain information from meter manufacturers, distributors, installers and accuracy testers.

ARTICLE 6. ENFORCEMENT PENALTIES

Section 1. Violations

Violations of this Ordinance shall be subject to the provisions of all applicable laws including, but not limited to, the penalties and procedures set forth in Water Code section 10732.

Section 2. Altering of Metering Equipment.

Any person who individually, or through direction to another, alters, adjusts, manipulates, obstructs, or in any manner interferes with, or tampers with, any groundwater Extraction Facility, and/or its Meter or Meter Equipment, shall be found to have intentionally violated this Ordinance and may be subject to potential criminal and civil penalties.

ARTICLE 7. AUTHORITY INSPECTION OF METERING EQUIPMENT

The Authority may inspect metering equipment installations for compliance with this Ordinance at any reasonable time.

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IWVGA ADMINISTRATIVE OFFICE

MEMORANDUM

TO: IWVGA Board Members **DATE:** March 19, 2020

FROM: Phillip Hall, General Counsel

SUBJECT: Resolution 02-20: Adopting Groundwater Well Flowmeter Standards for the Indian Wells Valley Groundwater Basin.

DISCUSSION

A fundamental component of the Groundwater Sustainability Plan for the Indian Wells Valley Groundwater Basin is the accurate measurement, reporting and monitoring of groundwater extractions. With the exception of certain extraction facilities (namely De Minimis and those operated by Federal entities), SGMA expressly provides the Authority with the ability to require the metering of, and extraction reporting on, all groundwater extraction facilities in the Basin.

The Authority Ordinance 01-20 requires the installation of both primary and secondary metering equipment. Secondary metering equipment and biennial accuracy testing is required because Water Meters are a mechanical device that can, and do, occasionally lose accuracy.

The attached Resolution adopts Groundwater Well Flowmeter Standards setting forth meter specifications and containing general information from meter manufacturers, distributors, installers and accuracy testers. The information contained in the Standards is provided to assist the public in meeting the requirements of Authority Ordinance 01-20. The Standards were provided to the TAC and PAC members for individual written comments to the Water Resources Manager.

Authority staff has reviewed and considered the environmental impacts of this action and concluded that this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is for the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

RECOMMENDATION

Staff recommends that your Board:

- 1) Make a finding that the proposed Ordinance is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is for the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment.
- 2) Adopt Resolution ___: Adopting Groundwater Well Flowmeter Standards for the Indian Wells Valley Groundwater Basin.

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

In the matter of:

Resolution No. 02-20

**ADOPTING GROUNDWATER WELL FLOWMETER
STANDARDS FOR THE INDIAN WELLS
VALLEY GROUNDWATER BASIN.**

I, _____, 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 19th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board of Directors
Indian Wells Valley Groundwater Authority

Deputy Clerk

RESOLUTION

Section 1. WHEREAS:

(a) The Indian Wells Valley Groundwater Authority (“Authority”) was formed for the express purpose of cooperatively carrying out the requirements of the Sustainable Groundwater Management Act (“SGMA”), including, but not limited to, the funding, development, adoption and implementation of a Groundwater Sustainability Plan (“GSP”) that achieves groundwater sustainability in the Indian Wells Valley Groundwater Basin.

(b) The Authority is the exclusive Groundwater Sustainability Agency for the Indian Wells Valley Groundwater Basin, which is designated as Basin number 6-54 in Department of Water Resources’ Bulletin No. 118.

(c) The Authority adopted the “Groundwater Sustainability Plan for the Indian Wells Valley

Groundwater Basin” on January 16, 2020.

(d) A fundamental component of the Groundwater Sustainability Plan for the Indian Wells Valley Groundwater Basin is the accurate measurement, reporting and monitoring of groundwater extractions and, with the exception of certain extraction facilities, SGMA provides the Authority with the express power to require the metering of all extraction facilities in the Basin.

(e) The Authority has reviewed and considered the environmental impacts of this action and concluded that this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is for the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

Section 2. IT IS RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. This Resolution shall take immediate effect.
2. This Board finds that the recited facts are true and that it has the jurisdiction to consider, approve, and adopt this Resolution.
3. This Board incorporates and makes all the findings recommended by staff, whether verbally or in their written reports.
4. This Board finds and determines that the applicable provisions of the California Environmental Quality Act of 1970 (“CEQA”), the State CEQA Guidelines, and the Kern County Guidelines have been observed in conjunction with the hearing and the considerations of this matter and it is exempt from further CEQA review pursuant Public Resources Code section 21080(b)(8) and Guidelines Sections 15273, 15061(b)(3) and 15378(b)(5).
5. The Groundwater Well Flowmeter Standards attached and incorporated into this Resolution are adopted as the Groundwater Well Flowmeter Standards for the Indian Wells Valley Groundwater Authority.

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
Groundwater Well Flowmeter Standards

The Indian Wells Valley Groundwater Authority (“Authority”) is the exclusive Groundwater Sustainability Agency for the Indian Wells Valley Groundwater Basin (IWVGB), Bulletin 118 Basin No. 6-054. Many, but not all, of the groundwater production wells located within the IWVGB have totalizing flowmeters. Accurate records for groundwater production are critical for basin management. The Authority has developed the following standards for groundwater production well flowmeters to promote accurate measurement of groundwater production. Accurate measurement will allow the Authority to monitor the water balance and determine fee charges. If the wells do not have a totalizing flowmeter or have one that does not comply with the following standards, they must install a totalizing flowmeter from the approved list (Appendix A). Alternate meters not included on the approved flowmeter list must be submitted to the Authority for approval. All proposed alternates must comply with NSF/ANSI Standard 61. Customers with existing meters must verify their meter complies with these standards by hiring a qualified meter testing contractor from the Authority’s list of approved contractors (Appendix B). Persons, firms, or corporations in the business of repairing and/or testing water measuring devices may be approved by the Authority to test by submitting their qualifications therefore to the Authority and obtaining the Authority’s approval to perform meter tests. The name, address, and telephone number of all such approved meter testers shall be maintained at and be available from the office of the Authority.

Based on information gathered from self-reported data, the following categories of well pumpers and flowmeter sizes generally associated with the categories are currently in use:

Well Pumper Categories	Flowmeter Sizes
Large Agricultural	8”, 10” and 12”
Small Agricultural	2” and 3”
Water District	8”, 10” and 12”
Inyokern CDS	8”
Co-Ops and Mutuals	1”, 1.5”, 2” and 2.5”
Industrial	4” and 6”

Groundwater Measurement Device Standards

- A. All groundwater production wells located within the Indian Wells Valley Groundwater Basin are required to have a totalizing flowmeter in compliance with these standards. An approved list of flowmeters is included in Appendix A. In addition, each totalizing flowmeter must meet the following criteria:
 - a. Meters shall be a positive displacement, compound, propeller, turbine, ultrasonic, multi-jet, velocity impeller, venturi, orifice-type or electromagnetic flowmeters with a totalizer.

- The totalizer on positive displacement, compound, propeller, turbine, ultrasonic, multi-jet, velocity impeller, venturi and orifice-type meters shall be correctable only changing mechanical gear equipment. Electromagnetic flowmeters shall have meter data that is user-defined and password-protected to prevent unauthorized resetting of the totalizer. Additionally, all wells equipped with electromagnetic flowmeters shall also have a run-hour meter installed to provide verification of production in the event the totalizer is inappropriately or accidentally reset or its accuracy is otherwise disputed.
- b. Source meters should be constructed of durable materials for outside, above and below ground use. All components must be waterproof and, when for human consumption, lead free.
 - c. Meters should be suitable for outdoor operation under all weather conditions, direct sunlight, and ambient temperatures. Meters should be rated for pressures applicable to their use.
 - d. The flowmeter shall be certified by the manufacturer as accurate within +/- 3% of the actual flow volume. The flowmeter shall be factory calibrated or, upon installation, calibrated according to industry standards. If the flowmeter is not factory calibrated, then within 30 days following installation, the flowmeter shall be tested for accuracy by a contractor from the Authority's approved contractors list (Appendix B). Alternate contractors for meter installation not included on the approved contractors list must be submitted to the Authority for approval. Flowmeters shall be recalibrated as necessary or at least once every two years;
 - e. Flowmeters shall meet the applicable AWWA standards, including C700, C701, C702, C704, C708, C710, and C715.
 - f. The flowmeter shall be protected by the following:
 - i. A waterproof seal; and
 - ii. A tamper proof seal installed by the manufacturer or authorized manufacturer's representative to prevent unauthorized manipulation of, tampering with, or removal of the flowmeter;
 - g. The flowmeter must indicate the direction of flow;
 - h. The serial number must be clearly visible on the flowmeter;
 - i. The flowmeter register shall:
 - i. display the total volume diverted and indicate the units of measurement and the multiplier, if any, used in determining the total diversion. Acceptable units are Cubic Feet (CF), Hundred Cubic Feet (HCF), and Gallons (Gal);
 - ii. have enough recording digits to ensure that a "roll over" to zero occurs at most once per year;
 - iii. not be resettable;
 - iv. always be accessible and readable, whether or not the system is operating;

- j. The flowmeter shall be of the correct size, pressure rating, and style, and have a normal operating range suitable for accurately measuring the flow under normal operating conditions;
- k. The flowmeter must have a non-volatile memory;

B. Flowmeter Installation and Maintenance

- a. The flowmeter shall be installed according to the manufacturer's instructions by a contractor from the Authority's approved contractors list (Appendix C). Alternative contractors for meter installation not included on the approved contractors list must be submitted to the Authority for approval prior to installation;
- b. The flowmeter shall be installed between the well head and the first diversion. Additional meters shall be installed before any subsequent branches that serve different customers;
- c. The flowmeter shall be installed where the pipe is flowing full to ensure an accurate reading;
- d. The well owner shall allow the Authority or the Authority's authorized representative access to the flowmeter to perform reading, inspection, and testing;

C. Flowmeter Reporting

- a. All customers shall complete the Authority's Flowmeter Update Form (Appendix D) when determining initial compliance and when making any flowmeter changes;
- b. Meter reports shall be filed with the Authority, in accordance with the Authority's most recent requirements;

D. Repair or Replacement of Inaccurate Meters

- a. Defective or inaccurate meters must be repaired or replaced within thirty (30) days of receipt of notice thereof from the Authority;
- b. The same calibration certification as stated in Section A above shall apply to all repaired or replaced meters;

E. Estimation of Production Due to Meter Maintenance (Inaccurate Meters)

- a. When a well pumper must estimate Production due to meter maintenance, he/she shall utilize the estimate calculation formulas below or consult with the Authority or its authorized representatives for approval of an alternative method of estimation. A copy of the estimate calculations shall be supplied to the Authority with the corresponding Production Report.

OVER REGISTRATION (+ERROR):

$$\text{PRODUCTION TO BE ADJUSTED} \times \frac{103}{100+\text{METER ERROR (IN PERCENT)}} = \text{ADJUSTED PRODUCTION}$$

UNDER REGISTRATION (-ERROR):

$$\text{PRODUCTION TO BE ADJUSTED} \times \frac{97}{100-\text{METER ERROR (IN PERCENT)}} = \text{ADJUSTED PRODUCTION}$$

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members **DATE:** March 19, 2020

FROM: IWVGA Staff

SUBJECT: **Agenda Item No. 4. - Agreement with ParcelQuest for Assessors Data from San Bernardino County.**

DISCUSSION

In consideration of adopting an Administration Fee associated with implementation of the Groundwater Sustainability Plan (GSP), staff will be required to prepare a Proposition 218 Report as part of the process for adding a new charge on the tax bill for parcels within the Indian Wells Valley Basin. The “last equalized tax roll” contains parcel data that is used in the report. It provides mailing addresses for sending out notices to landowners providing them the opportunity to protest the new charges as required by Prop. 218.

This “last equalized tax roll” is what will be used in our Prop 218 Report to put these new charges on the tax bills for the parcels in the Indian Wells Valley Basin (“Basin”). As there are parcels within the Basin located in San Bernardino County, staff will require those parcels/addresses to include in the Prop. 218 Report. The San Bernardino County Assessor-Recorder-County Clerk uses a vendor, ParcelQuest, to serve customers with specific data requests due to insufficient staff to respond to data requests.

In response to a request for the information from San Bernardino County, ParcelQuest has presented a “ParcelQuest Parcel Clipping License Agreement” for consideration. The fee for this service is \$1,800.

ACTION(S) REQUIRED BY THE BOARD

The parcel information and addresses will be needed to for staff to prepare the Prop. 218 Report. Staff recommends your Board approve the “ParcelQuest Parcel Clipping License Agreement” and authorize payment for services outlined in the agreement in the amount of \$1,800.

PARCELQUEST PARCEL CLIPPING LICENSE AGREEMENT

Agreement Dated: March 11, 2020

ParcelQuest creates and markets real estate information databases, which data has been recorded, calculated, processed, formatted, and presented using ParcelQuest proprietary methods and software, all of which are subject to United States Copyright protection. ParcelQuest agrees to provide to the Licensee, identified and witnessed in this Agreement, a non-exclusive license to use the Licensed Data described in Appendix A, which is hereby incorporated into this Agreement, subject to the terms and conditions stated herein:

1. Grant of License: ParcelQuest grants Licensee during the Term described in Appendix A, the nonexclusive, nontransferable right to use the Licensed Data for the Permitted Applications described in Appendix A. ParcelQuest reserves all rights in and to the Licensed Data unless expressly provided otherwise herein.

2. Delivery of Data and Format. ParcelQuest will deliver to Licensee the Licensed Data on or before the date specified in Appendix A via electronic transfer in IBM compatible, delimited format.

3. Fees. In consideration of the rights granted Licensee hereunder, Licensee will pay ParcelQuest the Fees described in Appendix A, Part E hereto (“Fees”).

4. Intellectual Property; Ownership; Confidentiality. Licensee acknowledges ParcelQuest’s ownership of the valuable rights in and to the Licensed Data, compilations thereof, and related software, including ParcelQuest’s copyrights and other proprietary rights therein. The Licensed Data is for the use within Licensee’s own organization only. Unless expressly authorized in this Agreement or with ParcelQuest’s prior written consent, Licensee shall not transfer the Licensed Data or any part thereof to any other person or entity including in response to public records requests; provide the Licensed Data to a Processor; use, merge, commingle or mix the Licensed Data or any portion thereof with other data from any other source; make any copies of the Licensed Data in any form except for two (2) authorized back-up copies; or decompile, disassemble or reverse engineer any of the Licensed Data or the software code allowing for the retrieval and/or access of such Data. Each party agrees that it will not disclose any “Confidential Information” of the other party. “Confidential Information” means any information which the other party marks “Confidential” or if not disclosed in writing, identifies as confidential at the time of disclosure and confirms thereafter in writing within 30 days of such disclosure. Confidential Information does not include any information which was either in the public domain or already known to the recipient at the time of disclosure. ParcelQuest reserves the right to disclose the names of licensees to California County Assessors.

5. Warranties and Indemnification. ParcelQuest Warrants to Licensee that ParcelQuest has the right to license the information in the Licensed Data. ParcelQuest does not guarantee the accuracy or reliability of such information. Such warranty is the only warranty ParcelQuest has given Licensee with respect to the Licensed Data, and such warranty is in lieu of all other warranties, express or implied, including, for example, warranties of merchantability or fitness for a particular purpose. Licensee will indemnify, defend and hold harmless ParcelQuest, its employees, agents and representatives from and against any losses, claims, suits, costs and/or expenses, including attorney fees, arising out of any claim by any third party arising out of Licensee’s use of, providing of, or sublicensing, the Licensed Data.

6. Limitation of Liability. Under no circumstances will ParcelQuest have any obligation or liability to licensee for any claim, injury or damage relating to, arising out of, or resulting from the inaccuracy of the information contained in the licensed data or any obligation or liability hereunder for any incidental or consequential damages incurred by licensee or its agents, regardless of how such damages arise and of whether or not a party was advised such damages might arise. Licensee's exclusive remedy related to this agreement shall be limited to amounts paid by Licensee under the current term of the Agreement. Any action arising under this agreement must be commenced within one (1) Year after the cause of action accrues. Because of the unique and

Licensee: (initial) _____ (date) _____

proprietary nature of the property, ParcelQuest shall be entitled to monetary as well as equitable relief, including without limitation injunctive relief, in the event of default or breach by Licensee.

7. Amendments, Termination, and Discontinuation. This Agreement may be amended and/or mutually terminated only by written instrument signed by both parties specifying the date and time as of which the Term ends. This Agreement may be terminated unilaterally by either party, but only if and when (a) the other party has breached a material obligation under this Agreement, (b) the party desiring to terminate has delivered to the breaching party a written demand that the breaching party cure the breach, (c) the breaching party has failed to cure such breach within five (5) days (in the case of the nonpayment of fees or royalties) or sixty (60) days (in the case of any other breach) after receipt of the demand, and (d) the party desiring to terminate delivers to the breaching party written notice of termination. ParcelQuest reserves the right to discontinue providing Licensed Data for any geographic location. Unless expressly granted in this Agreement, or by ParcelQuest's prior written consent, upon termination of this Agreement, Licensee's rights to use or possess the Licensed Data shall cease and Licensee shall destroy or return to ParcelQuest all copies of the Licensed Data. At the time of such return or destruction, Licensee shall deliver to ParcelQuest a certificate executed by an officer of Licensee attesting to the fact that all such copies of, excerpts of an extracts from the Licensed Data have been returned to ParcelQuest or destroyed as provided for hereunder.

8. Miscellaneous. The parties will perform all services hereunder as independent contractors. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California, without regard to the conflict of laws principles thereof. If any provision of this Agreement shall finally be determined to be unlawful, then such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the successors of each of the parties hereto, but shall not be assignable by either party without the prior written consent of the other. Licensee certifies that its use of the Licensed Data will not violate any agreement to which Licensee is a party. The Appendices to this Agreement are hereby incorporated into this Agreement by this reference. Counterparts of this Agreement may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original without production of the others. This Agreement was jointly drafted by the parties.

9. Notices. All notices shall be in writing and shall be deemed to have been duly given at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing registered or certified mail, return receipt requested, with postage prepaid to the addresses specified below. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representatives.

ParcelQuest, a California Corporation

Stetson Engineers, Inc.

By: _____
Title: _____
Date: _____

By: _____
Title _____
Date: _____

A copy of each notice to ParcelQuest
General Manager
ParcelQuest
193 Blue Ravine Road, Suite 120
Folsom, CA 95630-3898

Address for Notice to Licensee:
Attn: _____

Licensee: (initial) _____ (date) _____

PARCELQUEST PARCEL CLIPPING LICENSE AGREEMENT

Dated as of DATE

Between ParcelQuest and Stetson Engineers, Inc.

- A. Licensed Data:** The Licensed Data may consist of one or more of the components as defined below.
- 1. Tax Assessors' Data:** Tax Assessors' records consisting of residential and commercial parcels and the attributes therein. The Licensed Data will include those Attribute Categories as defined below and identified in Appendix B. Attribute Categories:
 - a. Attribute Categories:**
 - i. Ownership** - Attributes include the following fields (where available): APN, Owner Name, Situs House Number, Situs Street Address, Mailing Address, County Use Code, Use Description, Tax Rate Area, Legal Description, Zoning, Total Value, Land Value, Improvement Value, Improvement Type, Percent Improved, Other Value, Exemption Amount, Home Owner Exemption, Year Assessed, Property Tax, Delinquent Year.
 - ii. Sales History** - Attributes include the following fields (where available): Sale 1 Doc #, Sale 1 Doc Type, Sale 1 Recording Date, Sale 1 Code, Sale 1 Amount, Sale 2 Doc #, Sale 2 Doc Type, Sale 2 Recording Date, Sale 2 Code, Sale 2 Amount, Sale 3 Doc #, Sale 3 Doc Type, Sale 3 Recording Date, Sale 3 Code, Sale 3 Amount, Seller, Trust Deed Amount 1, Trust Deed Code 1, Trust Deed Amount 2, Trust Deed Code 2, Transfer Date, Transfer Doc #.
 - iii. Property Characteristic** - Attributes include the following fields (where available): Timber Preserve, Agricultural Preserve, Year Built, Effective Year, Bedrooms, Full Baths, Half Baths, Total Rooms, Fireplace, Pool, Lot Square Feet, Building Area, Units, Stories, Buildings, Garage Size, Parking Type, Parking Spaces, View, Building Class, Building Quality, Air Conditioning, Heating, Water, Sewer.
 - 2. Parcel Outline Data (Polygon):** The geographic extent of each parcel, represented by the parcel boundaries forming a closed polygon. The Licensed Data will include Parcel Outline Data as identified in Appendix B.
 - 3.**

Licensee acknowledges that the amount of data available varies substantially from area to area, and that circumstances may exist or arise which may prevent ParcelQuest from achieving complete representation of all data elements.

B. Permitted Applications:

1. Licensee's Own Use: **For the purpose of this Agreement it is understood Licensee intends to use the Licensed Data:** Stetson Engineers, Inc., is assisting Kern County Deputy County Counsel Phillip Hall in preparation of a Proposition 218 Report for the Indian Wells Valley Groundwater Authority (Authority). The Proposition 218 Report will quantify the benefits that landowners will receive from sustainable management of the Indian Wells Valley groundwater basin (Basin). The Proposition 218 Report will be the basis for fees that will be collected to fund the Authority's planned projects and management actions to be implemented in accordance with the Authority's Groundwater Sustainability Plan (GSP), which was adopted in January 2020 pursuant to

Licensee: (initial) _____ (date) _____

the requirements of the Sustainable Groundwater Management Act (SGMA). The fees will also fund the current and future daily operations of the Authority, including staff hours, engineering support, and general administrative expenses.

To complete the Proposition 218 Report, the Assessor's parcels in the San Bernardino County portion of the Basin must be identified and evaluated for the potential special benefits incurred from the Authority's planned projects and management actions that will be implemented in accordance with the Authority's GSP. We are therefore requesting the parcel boundaries used for property tax purposes on the 2019 final equalized tax roll, as well as vital information associated with each parcel including Assessor's Parcel Number (APN), parcel size (in acres), record owner name, parcel address, parcel land use, parcel zoning designations, and tax status (i.e. assessable, not assessable, etc).

NOTWITHSTANDING ANY TO THE CONTRARY in this Agreement, Licensee is strictly prohibited from using the Licensed Data for any other purposes other than that which is defined in this section B.1.

2. **Licensee's Sublicensing:** Not permitted.

C. Term:

1. **Initial Term:** The Initial Term begins at 12:01 a.m. on March 12, 2020 and ends at 11:59 p.m. on March 10, 2021.
2. **Renewal Term(s):** This Agreement will NOT renew.

D. Delivery:

1. **Initial Access:** ParcelQuest agrees to make its best efforts to provide Licensee with access to the Licensed Data within five (5) days of the execution of this Agreement.
2. **Updates:** ParcelQuest agrees to make its best efforts to update the Licensed Data at the frequency outlined in Appendix B.
3. **Delivery Media:** ParcelQuest will provide Licensee access to the Licensed Data, including all updates, via electronic transfer.
4. **Licensee's Shipping Contact:** Licensee's contact information for purposes of receiving the Licensed Data is as follows:

Shipping Contact:	Joseph Montoya
Department:	GIS
Company:	Stetson Engineers, Inc.
Address:	861 Village Oaks Drive, suite 100
Address:	
City/St/Zip:	Covina, CA 91724
Phone:	626-967-6202
Email:	josephm@stetsonengineers.com

Licensee: (initial) _____ (date) _____

E. Fees and Payment Terms:

1. **Fees:** Licensee agrees to pay ParcelQuest a one-time License fee of Eighteen Hundred Dollars (\$1800).

2. **Payment Terms:**

a. **Initial Payment:** The initial payment will be due and payable within thirty (30) days after Licensee is provided initial access to the Licensed Data.

b. **Subsequent Payments:** All subsequent fees are due and payable within thirty (30) days of receipt of invoice.

c. **Late Fees and Collection Fees:** A late fee of 1.5% per month will be applied to all balances remaining unpaid after the due date. Licensee further agrees to pay any costs incurred by ParcelQuest for the collection of fees past due.

d. **Client Billing Information:** All ParcelQuest invoices will be sent to Licensee per the following Licensee-provided billing contact information and special instructions. Licensee agrees to notify ParcelQuest in writing per the following ParcelQuest billing contact information within 30 days of any changes to Licensee's billing information or instructions. Failure to notify ParcelQuest of any such changes within 30 days of the change may result in late fees or collection costs being added to Licensee's balance due. Such fees will not be waived by ParcelQuest.

	Licensee's Billing Contact Information
Billing Contact:	Joseph Montoya
Department:	GIS
Company:	Stetson Engineers, Inc.
Address:	861 Village Oaks Drive, Suite 120
Address:	
City/St/Zip:	Covina, CA 91724
Phone:	626-967-6202
Email:	josephm@stetsonengineers.com
Special Instructions:	.ftp delivery

	ParcelQuest's Billing Contact Information
Billing Contact:	Rozelle Parsons
Company:	ParcelQuest
Address:	193 Blue Ravine Road, Suite 120
City/St/Zip:	Folsom, CA 95630
Phone:	916-817-2211
Email:	Rozelle.parsons@parcelQuest.com

Licensee: (initial) _____ (date) _____

PARCELQUEST PARCEL CLIPPING LICENSE AGREEMENT

Dated as of DATE

Between ParcelQuest and Stetson Engineers, Inc.

A. Geographic Coverage and Update Frequency

The Licensed Data will consist of the parcel attribute modules indicated for the corresponding counties and will be delivered at the update frequency indicated per the terms of this Agreement. If less than 100% of the parcels in a county are being licensed, a parcel quantity will be shown for billing purposes only.

Licensed Components:	O = Ownership	V = Other Values	Updates:	
M = Parcel Maps	S = Sales History	E = Exemptions	A = Annual	Q = Quarterly
G = Parcel Outline Data	C = Characteristics	L = Lat/Long	S = Semiannual	M = Monthly
	D = Legal Desc.	U = Unsecured		

County	Parcel Qty	Components									
		M	G	O	S	C	D	V	E	L	U
Alameda											
Alpine											
Amador											
Butte											
Calaveras											
Colusa											
Contra Costa											
Del Norte											
El Dorado											
Fresno											
Glenn											
Humboldt											
Imperial											
Inyo											
Kern											
Kings											
Lake											
Lassen											
Los Angeles											
Madera											
Marin											
Mariposa											
Mendocino											
Merced											
Modoc											
Mono											
Monterey											
Napa											
Nevada											
Orange											
Placer											

Licensee: (initial) _____ (date) _____

County	Parcel Qty	M	G	O	S	C	D	V	E	L	U
Plumas											
Riverside											
Sacramento											
San Diego											
San Benito											
San Bernardino	837226		X	X	X	X					
San Francisco											
San Joaquin											
San Luis Obispo											
San Mateo											
Santa Barbara											
Santa Clara											
Santa Cruz											
Shasta											
Sierra											
Siskiyou											
Solano											
Sonoma											
Stanislaus											
Sutter											
Tehama											
Trinity											
Tulare											
Tuolumne											
Ventura											
Yolo											
Yuba											
Total Parcel Qty:											

Licensee: (initial) _____ (date) _____

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IWVGA Board Meeting March 19, 2020

- Prop 1 Status/Schedule

- Invoice #3:
 - Covers April 2019 through June 2019
 - Total payment after retention: \$186,199.70
 - DWR has approved the invoice/progress report for payment
- Invoice #4:
 - Covers July 2019 through September 2019
 - Invoice and Progress Report approximately 85% complete
 - Total payment after retention: ~ \$95,200
- Grant Agreement Revisions:
 - Requesting Prop 1 grant extension for SDAC Project and Data Gap Projects/Studies
 - Extension to July 2021 (primarily to complete SDAC Project)
 - DWR is currently processing grant agreement extension

AGENDA ITEM 9a



IWVGA Board Meeting March 19, 2020

- SDAC Update

- Prop 1 grant extension (discussed in Item 9a) to extend project deadline for SDAC update to June 2021
- Consultants may be retained after Grant Agreement modification is executed (currently in process with DWR)

AGENDA ITEM 9b



IWVGA Board Meeting March 19, 2020

- Prop 68 Status
 - Final awards list was released on 3/13/2020
 - IWVGA awarded \$330,000 of the maximum eligible of \$330,827 (with \$300,000 currently available)
 - Final award represents an increase of \$130,000 awarded funds compared to conditional awards list

AGENDA ITEM 9c



IWVGA Board Meeting March 19, 2020

- GSP Annual Report
 - First GSP Annual Report due to DWR on April 1, 2020
 - Annual report covers Water Year 2018-2019 (prior to GSP adoption/implementation)
 - Annual Report Contents:
 - Progress towards GSP implementation/sustainability
 - Groundwater elevation data (contours and hydrographs)
 - Groundwater storage data
 - Water supply data
 - DWR recognizes initial progress report may have some missing content due to the GSP not being implemented at the time of the reporting period

Item 9e



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**Indian Wells Valley Groundwater Authority
February 2020 Financial Report**

	FY 2019 Actuals	2020 Budget	through February (GSP)	through February (Admin)
Beginning Balance	476,713		83,900	-
County of Kern Advance	-	-	-	-
IWVWD Advance	-	-	-	-
Navy in-Kind	-	-	-	-
IWVWD In-kind	-	-	-	-
Initial Member Contribution	-	-	-	-
Beginning Balance	476,713	-	83,900	-
Revenues				
DWR	-	-	-	-
Prop 1 Grant	851,406	-	-	-
-GSP Preparation @ \$1,500,000	-	-	-	-
-SDAC @ \$646,000	-	686,800	-	-
SDAC Reimbursement	-	244,165	-	-
Assessment Pumping Fee	567,846	506,000	39,799	-
Total Revenue	1,419,253	1,436,965	39,799	-

Expenses			
Task 1- Initial GSP Support Studies	31,762		
Task 2- Proposition 1 SGMA GSP Development Grant	43,389		
Task 3- Data Management System	96,332		
Task 4- GSP Development and Submittal	764,106		
Task 5- SDAC Projects	25,065		
Task 6- IWVGA Project Management and Administrative Tasks	123,178		
- City of Ridgecrest Reimbursement	-		
Task 7- Legal Services	112,305		
Task 8- Stakeholder/Authority Coordination	206,295		
- Additional PAC/TAC/Board Meeting Support			
- Additional Pump Fee Support			
Task 9- Groundwater Pumping Fee Support	103,023		
Stetson- TSS Support	7,333		
Stetson- Brackish Water Support	6,025		
Stetson- Imported Water Coordination	30,774		
Stetson- Allocation Process Support	97,073		
Stetson- Navy-Coso Funding Support	5,698		
Auditing Services & IWVWD Reimbursement for Website fees	6,276		
Banking Fees			
Addtl Insurance Cost	9,967		
PAC & TAC Meeting Costs	6,142		
Water Marketing	118,683		
Well Monitoring	15,590		
Water Smart Grant	3,050		
Undocumented Expenditures (pre-FY2018)	-		
Total Expenses	1,812,065		



	GSP Budget	Admin Budget	through February (GSP)	through February (Admin)
City of Ridgecrest Reimbursement	210,466	-	-	-
County of Kern Advance Reimbursement	500,000	-	-	-
IWV Water District Advance Reimbursement	500,000	-	-	-
Legal Services	68,228	350,000	8,673	-
Stetson	310,000	996,000	65,929	-
DRI	-	-	3,591	-
SDAC	537,163	-	-	-
Auditing Services	-	7,000	-	-
IWVWD Reimbursement for Website fees	-	-	-	276
Banking Fees	-	-	-	-
Additional Insurance Cost	-	10,000	-	-
PAC & TAC Meeting Costs	1,000	11,000	-	-
Water Marketing	-	-	-	-
Well Monitoring	-	-	-	-
Other (Mailer, etc.)	-	5,000	1,888	100
Total Expenses	2,126,857	1,379,000	80,081	376

Ending Balance	(2,068,892)	43,242
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Unpaid Invoices	
Stetson INV# 2652-27, 12/13/19 (approved, deferred)	183,634.49
Stetson INV# 2652-29, 02/11/20 (approved, deferred)	57,003.73
Stetson	83,384.06
RWG Law	7,302.50
Brown Armstrong	2,000.00
Capital Core	3,925.00
JPRIMA	9,993.00
Daily Independent	934.36
	348,177.14

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TO: Don Zdeba, General Manager Indian Wells Valley Groundwater Authority

FROM: Michael W. McKinney, Partner Capitol Core Group

CC: Jeff Simonetti, SVP Capitol Core Group
Todd Tatum, Senior Advisor Capitol Core Group

DATE: March 10, 2020

SUBJECT: Project Update Memorandum – February Activities 2020

February 2020 activities were limited but very targeted toward high-impact meetings. All activities were limited to Task 3 – Identify and Secure Potential Funding Sources for the interconnection project. In the early part of the month, Michael McKinney and Jeff Simonetti met with both Assistant Secretary of the Navy, Energy Installations and Environment, Lucian Niemeyer and (USN) Director Energy Installations and Environment Sandy Kline separately in San Antonio, Texas during the Association of Defense Communities Conference. The purpose of our meetings was to follow-up on the Groundwater Sustainability Plan (GSP) and to provide framework for the upcoming presentation of our formal Report/Request for Funding.

It is clear from both meetings the Assistant Secretary and the Director are familiar with and have studied the GSP in some detail. They remain interested in the water interconnection project and an understanding that base-resiliency at NAWSCCL is dependent upon the importation of water from outside the groundwater basin. Both understand the interconnection points, associated costs, and details of project based upon the GSP. The Assistant Secretary expressed some interest in Navy “ownership” of the interconnection project as a proportional means to allow self-resiliency of the NAWSCCL based upon importing water and current projected base expansion (“mission expansion”) which is being discussed at the Department of Defense (DOD). Further discussions with both the Assistant Secretary and the Director are necessary in order to further that interest and understanding. Jeff Simonetti and Colleen Newman are currently scheduling meetings in Washington D.C. in late March to further these discussions.

Michael McKinney met with the Governor’s Military Council Chairman Rocky Chavez to discuss support for State funding and federal funding of the interconnection project. Initial briefings went very well, and we believe that a formal presentation of the report is now appropriate. This will lay the groundwork for further presentations with the Governor’s office in April 2020. Capitol Core is finalizing those reports for signature by IWVGA and will notify you of scheduling once it has occurred.

Implementation guidelines for the Defense Community Infrastructure Program will be released in early-April 2020. The DOD’s Office of Economic Assistance (OEA) is currently developing these guidelines and expects to release draft language soon. Lobbying of the IWVGA’s guideline preference for priority to be given to “critical infrastructure projects” (as defined in our letter to DOD Undersecretary Ellen Lord) began in earnest during February and will continue through Implementation Guidance. Colleen Newman is scheduled to meet with DOD-OEA assistant project director Doug Brown on March 25, 2020 to formally present IWVGA priority preference guideline request. We are pleased to report that the Association of Defense Communities (ADC) is in internal discussion to support the preference to give funding priority in this first DCIP appropriation to “mission critical” energy and water projects. In addition, a preference guideline is under potential consideration at DOD-OEA to provide for small engineering/planning requests for DCIP-eligible projects. We have indicated IWVGA support for this ADC-sponsored guideline amendment.

Based upon adoption of this guideline amendment for small DCIP-awards for project engineering/planning, we are now recommending IWVGA apply for a project engineering/planning award under the DCIP for the interconnection project in FY2020-2021, should the OEA guidelines adopt this provision. This will require formal presentation and an eligibility determination of the IWVGA interconnection project to/by DOD personnel simultaneous with DCIP implementation guideline adoption.

An increase in overall activity at DOD and within the Governor's Office should be expected for March-May 2020 as we finalize and formalize presentations and requests to respective offices. Capitol Core continues to provide briefings and updates to the respective legislative delegations to keep them informed on our activities and seek their support.

Capitol Core had originally requested IWVGA attendance at our March 2020 meetings. As stated in our March 12, 2020 e-mail, COVID-19 has impacted visiting requirements within the U.S. Capitol and Pentagon. In our opinion, delaying travel until April will have little impact on IWVGA's requests. Capitol Core will continue to move forward with meetings and electronic communications.

Should you have any questions, please give me a call at 714.299.0053 to discuss.

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