

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

BOARD OF DIRECTORS

A G E N D A

Wednesday, December 13, 2023

Closed Session – 10:00 a.m.

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

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

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

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact April Keigwin at (805) 764-5452. Requests must be made as early as possible and at least one full business day before the start of the meeting. Documents and material relating to an open session agenda items that are provided to the IWVGA Board of Directors prior to a regular meeting will be available for public inspection and copying at Ridgecrest City Hall, 100 W California Ave, Ridgecrest, CA 93555, or online at <https://iwvga.org/>.

Statements from the Public

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

1. CALL TO ORDER

2. ADOPTION OF AGENDA

3. PUBLIC COMMENT ON CLOSED SESSION

4. CLOSED SESSION

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS –
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Palmdale Municipal Water District; Under Negotiation: Price and terms of payment.

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1)): IWVGA v. Inyokern CSD – Kern County Superior Court BCV-22-100281

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1) - Name of case: Searles Valley Minerals Inc v. Indian Wells Valley Groundwater Authority, et. al. - Orange County Superior Court 30-2022-01239487-CU-MC-CJC

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

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

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

6. PUBLIC COMMENT

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

7. BOARD MEMBER COMMENTS

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

8. CONSENT AGENDA

- a. Approve Minutes of Board Meeting November 8, 2023
- b. 2024 IWVGA Regular Meeting Dates
- c. Approve Expenditures
 - *To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>*
 - i. \$160,882.85 – Stetson Engineers
 - ii. \$29,408.00 – Regional Government Services – (Replenishment / Extraction)
 - iii. \$13,231.25 – Capitol Core Group – (Replenishment)
 - iv. \$300,816.96 – Provost & Pritchard – (SGMA IP Grant)
 - v. \$3,060.00 – TranSystems – (SGMA IP Grant)

9. RESOLUTION 08-23 REGARDING THE 2024 BOARD ROTATION

10. CONTRACT RENEWAL WITH REGIONAL GOVERNMENT SERVICES FOR COMPREHENSIVE ADMINISTRATIVE SERVICES

11. AMENDMENT 7 TO AGREEMENT WITH CAPITOL CORE GROUP – 2023 BUDGET ADJUSTMENT AND 2024 SCOPE OF WORK

12. REVIEW AND CONSIDERATION OF 2023 BUDGET AMENDMENTS

13. RESOLUTION 09-23 GENERAL MANAGER AUTHORIZATION TO EXECUTE BUREAU OF LAND MANAGEMENT PERMITTING DOCUMENTS

14. STETSON STAFF RATE ADJUSTMENT

15. WATER RESOURCES MANAGER REPORT

- a. Grant Funding
- b. GSP Implementation Projects/Management Action Updates
 - i. Imported Water Project
 - ii. Shallow Well Mitigation Program
 - iii. GSP Update
 - iv. 2023 Annual Report
- c. Miscellaneous Items
 - i. Data Collection and Monitoring
 - ii. IWVGA Basin Model Configuration Management Plan
 - iii. Rose Valley Subflow Update
 - iv. Update on LADWP Releases

16. GENERAL MANAGER'S REPORT

- a. Monthly Financial Report
- b. C&E Plan Update
- c. Report on IWVGA's Water Marketer (Capitol Core Group)

17. DATE OF NEXT MEETING – JANUARY 10, 2024

18. ADJOURN

PUBLIC COMMENT NOTICE

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

• **Watch meetings on-line:**

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

• **Call in for public comments:**

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

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

• **Submit written comments:**

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

- **Large Groups:**

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

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

BOARD OF DIRECTORS MEETING MINUTES Wednesday, November 8, 2023

IWVGA Members Present:

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

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

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

1. CALL TO ORDER:

Chairman Hayman calls the meeting to order at 10:24 a.m.

2. ADOPTION OF AGENDA:

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

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

3. PUBLIC COMMENT ON CLOSED SESSION:

None.

Chairman Hayman calls the meeting into Closed Session at 10:24 a.m.

4. CLOSED SESSION:

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS –
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Palmdale Municipal Water District; Under Negotiation: Price and terms of payment.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(c)): IWVGA v. Inyokern CSD
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1)) - Name of case: Searles Valley Minerals Inc v. Indian Wells

Valley Groundwater Authority, et. al. - Orange County Superior Court 30-2022-01239487-CU-MC-CJC

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

Closed Session adjourns at 11:08 a.m.

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

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

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

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

6. PUBLIC COMMENT:

The Board hears public comment from Judie Decker.

7. BOARD MEMBER COMMENTS:

None.

8. CONSENT AGENDA:

- a. Approve Minutes of Board Meeting October 11, 2023
- b. Approve Expenditures

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

- i. \$102,801.84 – Stetson Engineers
- ii. \$24,162.93 – Regional Government Services – (Replenishment / Extraction)
- iii. \$13,881.25 – Capitol Core Group – (Replenishment)
- iv. \$235,682.97 – Provost & Pritchard – (SGMA IP Grant)
- v. \$3,660.00 – TranSystems – (SGMA IP Grant)
- vi. \$125,000.00 – City of Ridgecrest

Motion made by Phillip Peters and seconded by Ron Kicinski to approve Minutes of Board Meeting September 13, and the following expenditures in the amount of, \$102,801.84 to Stetson Engineers, \$24,162.93 to Regional Government Services, \$13,881.25 to Capitol Core Group, \$235,682.97 to Provost & Pritchard, \$3,660.00 to TranSystems, and \$125,000.00 to City of Ridgecrest.

Motion carries by the following roll call vote:

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

9. RESOLUTION 07-23 AMENDING THE BYLAWS TO ADD A PURCHASING POLICY:

Counsel Lemieux presents Resolution 07-23.

The Board hears public comment from Renee Westa-Lusk.

Motion made by Phillip Peters and seconded by John Vallejo to approve Resolution 07-23 amending the Bylaws to add a purchasing policy.

Motion carries by the following roll call vote:

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

10. SHALLOW WELLS IMPACT IDENTIFICATION, EVALUATION, AND MITIGATION PROGRAM UPDATE:

Mayra Lopez of Stetson Engineers presents staff report.

The Board hears public comment from Judie Decker.

11. IWVGA LEGISLATIVE AGENDA (2024-2026) AND 2024 WORK PLAN:

Michael McKinney of Capitol Core Group presents staff report and legislative agenda.

The Board hears public comment from Renee Westa-Lusk.

Motion made by Phillip Peters and seconded by Ron Kicinski to approve the legislative agenda and 2024 work plan.

Motion carries by the following roll call vote:

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

12. APPROVAL OF CHANGE IN SCOPE OF WORK AND BUDGET FOR CONTRACT WITH PROVOST & PRITCHARD CONSULTING GROUP FOR CEQA/NEPA DOCUMENTS AND PERMIT DOCUMENTATION SERVICES FOR THE IMPORTED WATER PIPELINE:

Bianca Cabrera of Stetson Engineers presents staff report and change in scope of work and budget.

The Board hears public comment from George Croll.

Motion made by Phillip Peters and seconded by John Vallejo to approve change in scope of work and budget with Provost & Pritchard for CEQA/NEPA documents and permit documentation for the imported water pipeline project.

Motion carries by the following roll call vote:

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

13. APPROVAL OF CHANGE IN SCOPE OF WORK AND BUDGET FOR CONTRACT WITH PROVOST & PRITCHARD CONSULTING GROUP FOR DESIGN SERVICES FOR THE IMPORTED WATER PIPELINE:

Bianca Cabrera of Stetson Engineers presents staff report and change in scope of work and budget.

Motion made by Phillip Peters and seconded by John Vallejo to approve change in scope of work and budget with Provost & Pritchard for design services for the imported water pipeline project.

Motion carries by the following roll call vote:

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

14. WATER RESOURCES MANAGER REPORT:

Steve Johnson provides updates on the following grants/programs:

- a. Grant Funding
- b. GSP Implementation Projects/Management Action Updates
 - i. Imported Water Project
 - ii. Shallow Well Mitigation Program
 - iii. GSP Update
 - iv. 2023 Annual Report
- c. Miscellaneous Items
 - i. Data Collection and Monitoring
 - ii. IWVGA Basin Model Configuration Management Plan
 - iii. Rose Valley Subflow Update
 - iv. Update on LADWP Releases

15. GENERAL MANAGER'S REPORT:

Carol Thomas-Keefer provides Monthly Financial Report, C&E update and Capitol Core Group Technical Memorandum.

The Board hears public comment from Renee Westa-Lusk.

16. DATE OF NEXT MEETING – DECEMBER 13, 2023

17. ADJOURN:

Chairman Hayman adjourns the meeting at 12:32 p.m. on November 8, 2023.

Respectfully submitted,

April Keigwin
Clerk of the Board
Indian Wells Valley Groundwater Authority

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2024

IWVGA Regular Meeting Dates

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
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24	25	26	27	28	29	30
31						

April						
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21	22	23	24	25	26	27
28	29	30				

May						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
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28	29	30	31			

August						
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25	26	27	28	29	30	31

September						
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29	30					

October						
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27	28	29	30	31		

November						
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24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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Invoice

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

Invoice Number: 2652-75
Invoice Date: 12/07/23

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

Professional Services through 10/31/2023

Water Resources Management 2023

01 - Meetings & Prep

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	12.50	\$237.00	\$2,962.50
Supervisor I	17.00	\$206.00	\$3,502.00
Senior Associate	15.00	\$128.00	\$1,920.00
Associate III	1.75	\$111.00	\$194.25
Assistant I	36.75	\$98.00	\$3,601.50
Assistant II	18.25	\$93.00	\$1,697.25
<i>Professional Services Subtotal:</i>			<u>\$13,877.50</u>
<i>Meetings & Prep Subtotal:</i>			<u>\$13,877.50</u>

01.01 - LADWP Release Coordination and Meetings

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor II	6.00	\$191.00	\$1,146.00
<i>Professional Services Subtotal:</i>			<u>\$1,146.00</u>
<i>LADWP Release Coordination and Meetings Subtotal:</i>			<u>\$1,146.00</u>

02 - Prop 1 / Prop 68 Grant Administration

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	2.00	\$128.00	\$256.00
<i>Professional Services Subtotal:</i>			<u>\$256.00</u>
<i>Prop 1 / Prop 68 Grant Administration Subtotal:</i>			<u>\$256.00</u>

02.01 - SGMA IP Grant Administration

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Assistant I	17.75	\$98.00	\$1,739.50
<i>Professional Services Subtotal:</i>			<u>\$1,739.50</u>
<i>SGMA IP Grant Administration Subtotal:</i>			<u>\$1,739.50</u>

03 - Grant Review & Application Preparation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.00	\$237.00	\$711.00
<i>Professional Services Subtotal:</i>			<u>\$711.00</u>
<i>Grant Review & Application Preparation Subtotal:</i>			<u>\$711.00</u>

03.01 - 2023 Resilience Grant

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	18.25	\$206.00	\$3,759.50



03.01 - 2023 Resilience Grant

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor II	9.00	\$191.00	\$1,719.00
Senior Associate	11.25	\$128.00	\$1,440.00
Assistant I	62.25	\$98.00	\$6,100.50
Assistant II	38.00	\$93.00	\$3,534.00
<i>Professional Services Subtotal:</i>			<u>\$16,553.00</u>
<i>2023 Resilience Grant Subtotal:</i>			<u>\$16,553.00</u>

04 - Data Mgmt System Support

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior III	1.25	\$134.00	\$167.50
Senior Associate	0.50	\$128.00	\$64.00
<i>Professional Services Subtotal:</i>			<u>\$231.50</u>
<i>Data Mgmt System Support Subtotal:</i>			<u>\$231.50</u>

05 - General Project Mgmt

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.00	\$206.00	\$206.00
Senior Associate	6.50	\$128.00	\$832.00
<i>Professional Services Subtotal:</i>			<u>\$1,038.00</u>
<i>General Project Mgmt Subtotal:</i>			<u>\$1,038.00</u>

06 - Model Transfer & Upgrade

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	13.50	\$237.00	\$3,199.50
Supervisor I	1.00	\$206.00	\$206.00
Supervisor II	55.00	\$191.00	\$10,505.00
Senior Associate	3.00	\$128.00	\$384.00
GIS Manager	12.00	\$122.00	\$1,464.00
Assistant II	0.50	\$93.00	\$46.50
<i>Professional Services Subtotal:</i>			<u>\$15,805.00</u>

Sub-Contractors	<u>Charge</u>
Board of Regents	\$30,066.45
<i>Sub-Contractors Subtotal:</i>	
<u>\$30,066.45</u>	
<i>Model Transfer & Upgrade Subtotal:</i>	
<u>\$45,871.45</u>	

07.01 - Imported Water: Planning/Design/Environmental

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	16.00	\$237.00	\$3,792.00
Supervisor I	23.00	\$206.00	\$4,738.00
Associate III	0.75	\$111.00	\$83.25
Assistant I	28.00	\$98.00	\$2,744.00
Assistant II	18.00	\$93.00	\$1,674.00
<i>Professional Services Subtotal:</i>			<u>\$13,031.25</u>

Imported Water: Planning/Design/Environmental Subtotal: \$13,031.25

09 - Recycled Water

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Assistant II	0.50	\$93.00	\$46.50
<i>Professional Services Subtotal:</i>			<u>\$46.50</u>



Recycled Water Subtotal: \$46.50

11 - Data Collection, Monitoring & Data Gaps

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	1.50	\$128.00	\$192.00
Associate I	39.00	\$122.00	\$4,758.00
GIS Manager	0.75	\$122.00	\$91.50
Associate III	70.50	\$111.00	\$7,825.50

Professional Services Subtotal: \$12,867.00

Reimbursables

	<u>Charge</u>
Car Rental	\$887.49
Equipment Purchase	\$1,776.37
Field Supplies	\$58.68
Lodging	\$441.10
Meals	\$205.08
Mileage	\$4.06
Overnight Mail	\$443.87
Other Expenses	\$47.00

Reimbursables Subtotal: \$3,863.65

Data Collection, Monitoring & Data Gaps Subtotal: \$16,730.65

12 - Shallow Well Consolidation Project

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.25	\$206.00	\$257.50
GIS Manager	1.00	\$122.00	\$122.00
Assistant II	9.50	\$93.00	\$883.50

Professional Services Subtotal: \$1,263.00

Shallow Well Consolidation Project Subtotal: \$1,263.00

14 - Production Reporting, Transient Pool & Fee Support

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	0.50	\$128.00	\$64.00
Associate I	1.00	\$122.00	\$122.00
Associate III	0.50	\$111.00	\$55.50

Professional Services Subtotal: \$241.50

Production Reporting, Transient Pool & Fee Support Subtotal: \$241.50

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

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	2.00	\$122.00	\$244.00
GIS Manager	2.00	\$122.00	\$244.00
Contract Management	0.75	\$103.00	\$77.25

Professional Services Subtotal: \$565.25

Navy/Coso Royalty Fund: FY21 Rose Valley MW Permitting, Bid Doc Support & Dr \$565.25

18.1 - Navy/Coso Cooperative Agreement

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	0.75	\$237.00	\$177.75

Professional Services Subtotal: \$177.75

Navy/Coso Cooperative Agreement Subtotal: \$177.75

20 - Shallow Well Mitigation Program: Outreach & Impacts Evaluation



20 - Shallow Well Mitigation Program: Outreach & Impacts Evaluation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	7.50	\$237.00	\$1,777.50
Supervisor I	8.00	\$206.00	\$1,648.00
Assistant I	23.25	\$98.00	\$2,278.50
			<u>\$5,704.00</u>
<i>Professional Services Subtotal:</i>			<i>\$5,704.00</i>
<i>Shallow Well Mitigation Program Outreach & Impacts Evaluation Subtotal:</i>			<i>\$5,704.00</i>

21 - General Engineering

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$237.00	\$355.50
Supervisor I	4.00	\$206.00	\$824.00
			<u>\$1,179.50</u>
<i>Professional Services Subtotal:</i>			<i>\$1,179.50</i>
<i>General Engineering Subtotal:</i>			<i>\$1,179.50</i>

22 - GSP 5-Year Update

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	6.00	\$237.00	\$1,422.00
Special Project Director	4.50	\$237.00	\$1,066.50
Supervisor I	2.50	\$206.00	\$515.00
Supervisor II	60.00	\$191.00	\$11,460.00
Senior Associate	7.50	\$128.00	\$960.00
GIS Manager	0.50	\$122.00	\$61.00
Associate III	1.25	\$111.00	\$138.75
GIS Specialist I	9.75	\$101.00	\$984.75
Assistant I	22.50	\$98.00	\$2,205.00
Assistant II	16.75	\$93.00	\$1,557.75
			<u>\$20,370.75</u>
<i>Professional Services Subtotal:</i>			<i>\$20,370.75</i>
<i>GSP 5-Year Update Subtotal:</i>			<i>\$20,370.75</i>

23 - Annual Report Preparation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor II	46.00	\$191.00	\$8,786.00
Senior Associate	8.50	\$128.00	\$1,088.00
GIS Manager	1.25	\$122.00	\$152.50
GIS Specialist I	5.00	\$101.00	\$505.00
Technical Illustrator	5.50	\$88.00	\$484.00
			<u>\$11,015.50</u>
<i>Professional Services Subtotal:</i>			<i>\$11,015.50</i>
<i>Annual Report Preparation Subtotal:</i>			<i>\$11,015.50</i>

26 - Budget Support

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	2.00	\$128.00	\$256.00
			<u>\$256.00</u>
<i>Professional Services Subtotal:</i>			<i>\$256.00</i>
<i>Budget Support Subtotal:</i>			<i>\$256.00</i>

27 - Litigation Support

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	21.50	\$237.00	\$5,095.50
Special Project Director	5.25	\$237.00	\$1,244.25
Supervisor I	4.75	\$206.00	\$978.50



27 - Litigation Support

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	8.25	\$128.00	\$1,056.00
Associate III	1.00	\$111.00	\$111.00
Assistant I	4.00	\$98.00	\$392.00

Professional Services Subtotal: \$8,877.25

Litigation Support Subtotal: \$8,877.25

***Water Resources Management 2023 Subtotal:* \$160,882.85**

***** Invoice Total *** \$160,882.85**

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PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
10/31/2023	15824

Bill To:
IWVGA Comm & Eng

P.O. No.	Due Date	Inv Sent
	11/30/2023	11/10/2023

Date	Description	Amount
10/31/2023	Contract Services for October - please see attached	105.00

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total	\$105.00
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IWVGA Comm & Eng

Month: **October, 2023**

Hours and Rates by Pay Period					
	1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
AK	0.00	\$ -	1.00	\$ 105.00	\$ 105.00
	0.00	\$ -	0.00	\$ -	\$ -
	0.00	\$ -	0.00	\$ -	\$ -
Totals	0.00		1.00		\$ 105.00

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PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
10/31/2023	15945

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

P.O. No.	Due Date	Inv Sent
	12/15/2023	11/22/2023

Date	Description	Amount
10/31/2023	Reimbursable Expenses for City of Ridgecrest Monthly Rent - please see attached	300.00

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total	\$300.00
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PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
10/31/2023	15822

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

P.O. No.	Due Date	Inv Sent
	11/30/2023	11/10/2023

Date	Description	Amount
10/31/2023	Contract Services for October - please see attached	27,310.50

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total \$27,310.50
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Indian Wells Valley

Month: **October, 2023**

Hours and Rates by Pay Period					
	1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CT	36.75	\$ 134.00	23.00	\$ 134.00	\$ 8,006.50
AK	65.60	\$ 105.00	77.80	\$ 105.00	\$ 15,057.00
JK	0.00	\$ -	0.00	\$ -	\$ -
GL	0.00	\$ -	0.00	\$ -	\$ -
AM	0.00	\$ -	0.00	\$ -	\$ -
GS	30.00	\$ 137.00	1.00	\$ 137.00	\$ 4,247.00
EF	0.00	\$ -	0.00	\$ -	\$ -
RM	0.00	\$ -	0.00	\$ -	\$ -
Totals	132.35		101.80		\$ 27,310.50

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PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
10/31/2023	15823

Bill To:

IWVGA Web Design

P.O. No.	Due Date	Inv Sent
	11/30/2023	11/10/2023

Date	Description	Amount
10/31/2023	Contract Services for October - please see attached	1,692.50

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total \$1,692.50
---	-------------------------

IWVGA Web Design

Month: **October, 2023**

Hours and Rates by Pay Period					
	1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CD	8.00	\$ 150.00	2.75	\$ 150.00	\$ 1,612.50
AM	0.50	\$ 160.00	0.00	\$ -	\$ 80.00
	0.00	\$ -	0.00	\$ -	\$ -
Totals	8.50		2.75		\$ 1,692.50

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

BILL TO

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

INVOICE 2023-066

DATE 12/01/2023 **TERMS** Net 45

DUE DATE 01/15/2024

VENDOR ID
195953

INVOICE PERIOD
November 2023

DATE	ACCOUNT SUMMARY	AMOUNT
11/01/2023	Balance Forward	13,881.25
	Other payments and credits after 11/01/2023 through 11/30/2023	0.00
12/01/2023	Other invoices from this date	0.00
	New charges (details below)	13,231.25
	Total Amount Due	27,112.50

ACTIVITY	HOURS	RATE	AMOUNT
Charges			
Task 1: Imported Water Supplies			
Government Relations: Intergovernmental Affairs A: Water Supplies Negotiations {Tatum}	5	275.00	1,375.00
Government Relations: Intergovernmental Affairs A: Continuation of negotiations with sellers {Simonetti}	2.50	250.00	625.00
Government Relations: Intergovernmental Affairs B: Ongoing Agreement Negotiations {Tatum}	2	275.00	550.00
Government Relations: Intergovernmental Affairs D: 2024/2025 Water Supplies {Tatum}	6.50	275.00	1,787.50
Government Relations: Intergovernmental Affairs D: 2024/2025 Water Suppliers {Simonetti}	5.50	250.00	1,375.00
Invoice Total Task 1: \$5,712.5			
Task 2: Interconnection Project			
Government Relations: Federal Congressional: WRDA-24 EI/219 Request -- Legislative Meetings, topline discussions with Senate Committee staff {McKinney}	1.50	275.00	412.50
Government Relations: Federal Congressional: Meeting w/ Rep. McCarthy's office (Trevor Smith) {McKinney}	0.75	275.00	206.25
Government Relations: Federal Agency/Congressional: WRDA-24 prep. meetings and calls {McKinney}	2.50	275.00	687.50

ACTIVITY	HOURS	RATE	AMOUNT
Government Relations:Federal Congressional: WRDA-24 EI/219 -- Topline issue (Senate E&PW Committee) {Simonetti}	1.25	250.00	312.50
Government Relations:Federal Congressional: Direct Advocacy -- Rep. McCarthy staff meeting (T. Smith) {Simonetti}	1.50	250.00	375.00
Government Relations:Federal Congressional: WRDA-24 EI/219 -- Senator Butler's office {Simonetti}	1	250.00	250.00
Invoice Total Task 2: \$2,243.75			
Task 4: Wastewater Treatment Plant			
Invoice Total Task 4: \$0.00			
Task 5: Other Projects Supporting the GSP			
Government Relations:California Legislative: Direct Advocacy: AB 560 amendments and legislative proposal -- Assembly Member Bennett, Stakeholder meetings/call, and Senate Leadership {McKinney}	5	275.00	1,375.00
Government Relations:California Agency: Emergency Services Water Issue {Simonetti}	1.25	250.00	312.50
Invoice Total Task 5: \$1,687.50			
Task 6: Project Administration			
General Business Items:Project Administration Ad Hoc Meetings/Reports: Various client meetings, follow-up {McKinney}	2.50	275.00	687.50
General Business Items:Project Administration Board Meetings: November Board Meetings -- Materials, Preparation, and meeting {McKinney}	3.50	275.00	962.50
General Business Items:Project Administration Board Meetings: November Board Meeting {Tatum}	2.50	275.00	687.50
General Business Items:Project Administration Reports: Monthly reports and misc. report items {Simonetti}	1.50	250.00	375.00
General Business Items:Project Administration Board Meeting: November Board Meeting {Simonetti}	3.50	250.00	875.00
Invoice Total Task 6: \$3,587.50			

Compliance Reporting Notes:			
IWVGA: Federal Amount Reported Invoice: \$2,243.75			
IWVGA: State Amount Reported Invoice: \$1,687.00			
City of Ridgecrest: Federal Amount Reported Invoice: \$0.00			
City of Ridgecrest: State Amount Reported Invoice: \$0.00			

Thank you for your business. Please make checks payable to Capitol Core Group, Inc.	TOTAL OF NEW CHARGES		13,231.25
		TOTAL DUE	\$27,112.50

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PROVOST & PRITCHARD CONSULTING GROUP

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

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

December 08, 2023
Project No: 04101-23-002
Invoice No: 105685

Project Name: IWVGA Imported Water Conveyance Design Services

Client Project #:

See Monthly Progress Report attached to the front of this invoice.

Professional Services from November 01, 2023 to November 30, 2023

Phase: 121P Coordination Meetings

Labor

	Hours	Rate	Amount	
Senior Engineer	7.50	195.00	1,462.50	
Principal Engineer	9.50	207.00	1,966.50	
Associate Biologist	.70	130.00	91.00	
Totals	17.70		3,520.00	
Total Labor				3,520.00

Reimbursable Expenses

Travel & Mileage			286.99	
Other Direct Reimb Expenses			20.92	
Total Reimbursables			307.91	307.91

Total this Phase: \$3,827.91

Phase: 122S Stantec Coordination Meetings

Consultants

Consultants			4,485.00	
Total Consultants			4,485.00	4,485.00

Total this Phase: \$4,485.00

Phase: 131P P&P General Project Management

Labor

	Hours	Rate	Amount	
Senior Engineer	25.70	195.00	5,011.50	
Associate Engineer	4.80	140.00	672.00	
Assistant Engineer	8.00	112.00	896.00	
Principal Engineer	4.20	227.00	953.40	
Principal Engineer	27.50	238.00	6,545.00	
Project Administrator	.70	94.00	65.80	
Project Administrator	5.10	101.00	515.10	
Associate GIS Specialist	.30	105.00	31.50	
Totals	76.30		14,690.30	
Total Labor				14,690.30

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For billing inquiries, please email Billing@ppeng.com.

Labor

	Hours	Rate	Amount	
Senior Engineer	45.50	195.00	8,872.50	
Assistant Engineer	77.00	126.00	9,702.00	
Principal Engineer	.30	227.00	68.10	
Project Administrator	1.00	94.00	94.00	
Project Administrator	7.30	101.00	737.30	
Project Administrator	3.30	108.00	356.40	
Senior Technician	4.00	150.00	600.00	
Senior GIS Specialist	30.30	147.00	4,454.10	
Assistant Planner	1.30	110.00	143.00	
Assistant Planner	18.10	90.00	1,629.00	
Principal Planner	4.40	188.00	827.20	
Associate GIS Specialist	9.30	105.00	976.50	
Associate Biologist	28.30	130.00	3,679.00	
Intern	.40	65.00	26.00	
Totals	230.50		32,165.10	
Total Labor				32,165.10
		Total this Phase:		\$32,165.10

Phase: 272P CalTrans Encroachment Permit

Labor

	Hours	Rate	Amount	
Senior Engineer	1.00	178.00	178.00	
Principal Engineer	6.20	207.00	1,283.40	
Totals	7.20		1,461.40	
Total Labor				1,461.40
		Total this Phase:		\$1,461.40

Phase: 273P City of California City Permit

Labor

	Hours	Rate	Amount	
Senior Engineer	7.50	178.00	1,335.00	
Totals	7.50		1,335.00	
Total Labor				1,335.00
		Total this Phase:		\$1,335.00

Phase: 275P SCE Encroachment Permit (Transmission Line Under Crossing)

Labor

	Hours	Rate	Amount	
Senior Engineer	14.43	178.00	2,568.54	
Principal Engineer	.50	207.00	103.50	
Project Administrator	1.00	94.00	94.00	
Totals	15.93		2,766.04	
Total Labor				2,766.04

Reimbursable Expenses

Postage/Shipping/Delivery			42.59	
Total Reimbursables			42.59	42.59
		Total this Phase:		\$2,808.63

Phase: 283S Stantec Preliminary Design Report

Consultants

Consultants		1,932.00	
Total Consultants		1,932.00	1,932.00
	Total this Phase:		\$1,932.00

Phase: 285T Bennett Trenchless Prelim Design Report

Consultants

Consultants		5,945.50	
Total Consultants		5,945.50	5,945.50
	Total this Phase:		\$5,945.50

Phase: 28T3 Power Availability & Coord with SCE TM Stantec

Consultants

Consultants		2,633.50	
Total Consultants		2,633.50	2,633.50
	Total this Phase:		\$2,633.50

Phase: 311P P&P 30% Submittal

Labor

	Hours	Rate	Amount	
Senior Engineer	9.00	186.00	1,674.00	
Senior Engineer	38.00	178.00	6,764.00	
Senior Engineer	59.20	195.00	11,544.00	
Associate Engineer	17.60	140.00	2,464.00	
Assistant Engineer	23.50	105.00	2,467.50	
Senior Technician	23.20	143.00	3,317.60	
Assistant Engineer	65.80	126.00	8,290.80	
Associate Engineer	1.00	156.00	156.00	
Principal Engineer	.50	207.00	103.50	
Principal Engineer	23.30	227.00	5,289.10	
Principal Engineer	1.80	248.00	446.40	
Project Administrator	.90	94.00	84.60	
Senior Technician	16.70	158.00	2,638.60	
Senior Technician	68.38	150.00	10,257.00	
Associate Technician	48.00	119.00	5,712.00	
Totals	396.88		61,209.10	
Total Labor				61,209.10

Reimbursable Expenses

Postage/Shipping/Delivery		9.84	
Total Reimbursables		9.84	9.84
	Total this Phase:		\$61,218.94

Phase: 312D P&P Drafting 30% Submittal

Labor

	Hours	Rate	Amount	
Assistant Engineer	28.10	126.00	3,540.60	
Principal Engineer	1.40	227.00	317.80	
Senior Technician	7.11	150.00	1,066.50	
Totals	36.61		4,924.90	
Total Labor				4,924.90

Total this Phase: \$4,924.90

Phase: 313S Stantec 30% Submittal

Consultants

Consultants	31,918.25
Total Consultants	31,918.25

Total this Phase: \$31,918.25

Phase: 31T3 Pipeline Calculations TM Summary 30% Design

Labor

	Hours	Rate	Amount
Assistant Engineer	12.90	112.00	1,444.80
Principal Engineer	.30	238.00	71.40
Totals	13.20		1,516.20
Total Labor			1,516.20

Total this Phase: \$1,516.20

Phase: 31T4 Required Pipeline Facilities TM Summary 30% Design

Labor

	Hours	Rate	Amount
Senior Engineer	1.70	195.00	331.50
Associate Engineer	3.08	140.00	431.20
Totals	4.78		762.70
Total Labor			762.70

Total this Phase: \$762.70

Phase: 31T5 Blending Tank Design for Ridgecrest 30% Design

Labor

	Hours	Rate	Amount
Senior Engineer	34.50	178.00	6,141.00
Senior Engineer	4.70	195.00	916.50
Assistant Engineer	13.40	105.00	1,407.00
Associate Engineer	4.00	156.00	624.00
Principal Engineer	2.80	227.00	635.60
Totals	59.40		9,724.10
Total Labor			9,724.10

Total this Phase: \$9,724.10

Phase: 31T6 Electrical System Requirements TM

Consultants

Consultants	4,025.00
Total Consultants	4,025.00

Total this Phase: \$4,025.00

Phase: 31T7 Instrumentation and Controls TM

Consultants

Consultants	1,104.00
Total Consultants	1,104.00

1,104.00

Total this Phase: \$1,104.00

Phase: 31T9 Preliminary Permitting Requirements TM 30% Design

Labor

	Hours	Rate	Amount	
Assistant Engineer	36.30	126.00	4,573.80	
Associate Engineer	1.00	156.00	156.00	
Principal Engineer	.50	207.00	103.50	
Assistant Envir. Spec.	.60	120.00	72.00	
Associate Biologist	2.10	130.00	273.00	
Intern	2.00	65.00	130.00	
Totals	42.50		5,308.30	
Total Labor				5,308.30
				Total this Phase: \$5,308.30

Phase: 421P P&P Water Quality Bench Testing

Labor

	Hours	Rate	Amount	
Assistant Engineer	11.00	126.00	1,386.00	
Associate Engineer	58.00	156.00	9,048.00	
Travel Time	12.00	80.00	960.00	
Totals	81.00		11,394.00	
Total Labor				11,394.00

Reimbursable Expenses

Travel & Mileage			842.90	
Other Direct Reimb Expenses			1,217.83	
Field Supplies			25.94	
Total Reimbursables			2,086.67	2,086.67
				Total this Phase: \$13,480.67

Phase: 422L Water Quality Laboratory Testing

Consultants

Consultants			4,299.56	
Total Consultants			4,299.56	4,299.56
				Total this Phase: \$4,299.56

Billing Limits

	Current	Prior	To-Date	
Total Billings	221,084.90	1,671,453.67	1,892,538.57	
Budget			3,770,969.00	
Budget Remaining			1,878,430.43	
				Total this Invoice <u><u>\$221,084.90</u></u>

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PROVOST & PRITCHARD CONSULTING GROUP

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

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

November 17, 2023
Project No: 04101-23-001
Invoice No: 105185

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

Client Project #:

TSK 1 Initial Coordination: Initial Coordination tasks with staff and agencies to keep project schedule on track. Weekly coordination meetings and tasks for project progression. Prepare scope and cost for amendment for additional tasks. Meetings and discussion for additional alternatives to current described project. Internal management meetings for project progression discussions. Prepare and execute contract amendments as needed.

TSK 2 Geotechnical Studies: Meetings with CDFW to discuss boring sites and mitigation measures. Review and discuss boring locations. Review Geotech permit packages. Coordinate and scheduling compliance surveys. Reimbursable expenses - travel time to California City for field surveys and site construction monitoring on geotechnical investigation work, rental car expense gas, mileage, and lodging for boring survey.

TSK 3 Technical Studies: Biological - Review and address comments on biological technical reports, updates. Revise maps in technical report. Meetings with USFWS to discuss project and species. Biological, cultural, and Air Quality staff coordination for updating reports and additional field visits with updated data from design team. Cultural - Meeting with cultural sub about extended buffer for survey. Scope amendment discussion with subs. Coordination and discussion with BLM regarding project description and field work requirements around tribal areas of concern. Email correspondence with all sub consultant on needs and status of reports for project. Correspondence with BLM on comments for technical reports and ETA of receipt. Invoice for sub consultant field work, research, report preparation, and correspondence. Email and phone calls with Kern Valley Indian Community regarding project and cultural monitoring.

TSK 4 Public Outreach: Preparation, updates and revisions on Scoping Meeting Summary Report.

TSK 5 Regulatory Compliance and Permitting: Communication with USFWS regarding early Section 7 Consultation and ITP. Coordination efforts on finalizing the ARDR for review. Review and discuss habitat conservation plan and mitigation for permitting efforts. Correspondence and discussion with USACE. Review prepared permitting packages and send for review.

TSK 6 CEQA/NEPA Documentation: Weekly check-in meeting for CEQA & NEPA tasks and coordination. Research and continued drafting and revisions to sections for CEQA and NEPA reports, Drafting and revising exhibits for reports based on engineering updates. Email correspondence and coordination amongst staff for alternatives and other environmental documentation tasks.

Professional Services from October 01, 2023 to October 31, 2023

Phase: TSK1 Initial Coordination (Kick Off Meetings)

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

Labor

	Hours	Rate	Amount	
Principal Engineer	.30	217.00	65.10	
Principal Engineer	1.00	227.00	227.00	
Project Administrator	39.00	108.00	4,212.00	
Principal Planner	10.90	188.00	2,049.20	
Senior Planner	.70	173.00	121.10	
Associate Biologist	1.80	130.00	234.00	
Totals	53.70		6,908.40	
Total Labor				6,908.40

Consultants

Consultants			1,279.38	
Total Consultants			1,279.38	1,279.38

Total this Phase: \$8,187.78

Phase: TSK2 Geotechnical Studies

Labor

	Hours	Rate	Amount	
Project Administrator	.20	108.00	21.60	
Senior GIS Specialist	37.40	147.00	5,497.80	
Senior GIS Specialist	.40	165.00	66.00	
Principal Planner	3.00	188.00	564.00	
Associate Biologist	23.30	130.00	3,029.00	
Totals	64.30		9,178.40	
Total Labor				9,178.40

Consultants

Consultants			2,673.75	
Total Consultants			2,673.75	2,673.75

Total this Phase: \$11,852.15

Phase: TSK3 Technical Studies

Labor

	Hours	Rate	Amount	
Project Administrator	.50	108.00	54.00	
Principal Planner	4.20	188.00	789.60	
Associate Biologist	20.10	130.00	2,613.00	
Principal Biologist	4.80	165.00	792.00	
Totals	29.60		4,248.60	
Total Labor				4,248.60

Total this Phase: \$4,248.60

Phase: TSK4 Public Outreach

Consultants

Consultants			12,979.59	
Total Consultants			12,979.59	12,979.59

Total this Phase: \$12,979.59

Phase: TSK5 Regulatory Compliance and Permitting

Labor

	Hours	Rate	Amount	
Assistant Envir. Spec.	20.10	120.00	2,412.00	
Principal Planner	6.50	188.00	1,222.00	
Associate GIS Specialist	1.50	105.00	157.50	
Associate Biologist	18.60	130.00	2,418.00	
Principal Biologist	.30	165.00	49.50	
Totals	47.00		6,259.00	
Total Labor				6,259.00

Consultants

Consultants			11,022.06	
Total Consultants			11,022.06	11,022.06

Reimbursable Expenses

Travel & Mileage			122.03	
Total Reimbursables			122.03	122.03

Total this Phase: \$17,403.09

Phase: TSK6 CEQA/NEPA Documentation

Labor

	Hours	Rate	Amount	
Associate Planner	45.90	115.00	5,278.50	
Assistant Planner	33.30	110.00	3,663.00	
Assistant Planner	28.90	90.00	2,601.00	
Principal Planner	20.60	188.00	3,872.80	
Associate Biologist	3.80	116.00	440.80	
Associate Biologist	16.80	130.00	2,184.00	
Totals	149.30		18,040.10	
Total Labor				18,040.10

Consultants

Consultants			7,020.75	
Total Consultants			7,020.75	7,020.75

Total this Phase: \$25,060.85

Total this Invoice \$79,732.06

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Invoice

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

TranSystems Corporation

www.transystems.com

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

Client:

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

Reference:

Invoice Date: 10/31/2023
Project No: P601230025
Invoice No: INV-0004285033

Project Name: IWV-Imported Water Pipeline

For professional services rendered through October 31, 2023 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
Labor				
Industry Specialist 2	Joi Speck	135.00	7.00	\$945.00
Project Consultant 3	Donald M. Anderson	150.00	14.10	\$2,115.00
Total Labor			21.10	\$3,060.00
Invoice Total				\$3,060.00

TranSystems Corporation

Donald M. Anderson
Project Manager

TERMS: PAYABLE UPON RECEIPT

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

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: December 13, 2023

FROM: IWVGA Staff

SUBJECT: AGENDA ITEM 9 – 2024 Board Rotation

BACKGROUND

The Joint Powers agreement for the Indian Wells Valley Groundwater Authority (IWVGA) provides that officers of the board shall be elected annually and that these positions may be removed at any time without cause. The Bylaws state in section 3.2, Appointment of Officers of the Board, the IWVGA Chair and Vice Chair are to rotate annually between the board member representing County of Kern, City of Ridgecrest and the Indian Wells Valley Water District (District).

3.2) Beginning in 2017, the Chairperson and Vice-Chairperson shall rotate annually between the Board members representing the County of Kern, City of Ridgecrest, and the Indian Wells Valley Water District... Officers of the Board may be removed and replaced at any time, with or without cause by a vote of the Board. In the event that an Officer of the Board loses their position as a Primary Director, that Officer of the Board position shall become vacant and the Board shall elect a new individual to serve the remaining term.

DESCRIPTION

The past couple years, under advice of counsel, the Indian Wells Valley Water District has recused itself from participating in certain topics before the board. The District is currently set to hold the Vice Chair position beginning January 2024. Given current court proceedings, full participation of the Chair and Vice Chair is important for the constituents of this basin. Staff has provided the attached resolution, which would skip the District in this years rotation and make Kern County the Chairperson, and the City of Ridgecrest, Vice Chair.

RECOMMENDATION

Staff recommends that your Board approve adopt the attached resolution and thereby remove the District from the Vice-Chair position for the term beginning January 1, 2024.

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

In the matter of:

Resolution No. 08-23

**REMOVING THE REPRESENTATIVE FROM THE INDIAN WELLS VALLEY
WATER DISTRICT AS VICE CHAIRPERSON OF THE INDIAN WELLS VALLEY
GROUNDWATER AUTHORITY PURSUANT TO SECTION 6.04 OF THE JOINT
EXERCISE OF POWERS AGREEMENT CREATING THE INDIAN WELLS VALLEY
GROUNDWATER AUTHORITY**

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 13th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board of Directors
Indian Wells Valley Groundwater Authority

RESOLUTION

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

Section 1. WHEREAS section 6.04 of the Joint Exercise Of Powers Agreement Creating The Indian Wells Valley Groundwater Authority provides that the board of directors shall annually appoint a chairperson to preside at all meetings.

Section 2. WHEREAS section 6.04 of the Joint Exercise Of Powers Agreement Creating The Indian Wells Valley Groundwater Authority also provides that officers of the board including the chairperson may be removed and replaced at any time with or without cause by a board vote.

Section 3. WHEREAS Section 3.2 of the Bylaws of The Indian Wells Valley Groundwater Authority provides that the chairperson and vice chairperson shall rotate annually between the board members representing the county of Kern, the City of Ridgecrest, and the Indian Wells Valley Water District.

Section 4. WHEREAS the Indian Wells Valley Water District has indicated that there is a current and ongoing conflict of interest between the duties of the representative of the Water District to the Water District itself and the Groundwater Authority based on pending litigation and other related concerns and that based on this conflict of interest the representative of the Water District has not participated fully in any meeting since 2021.

Section 5. WHEREAS effective January 1, 2024, the representative of the Indian Wells Valley Water District would rotate into the vice chairperson position based on section 3.2 of the bylaws creating a risk the vice chairperson could not preside over all portions of the Authority's meetings and could not freely communicate with staff regarding litigation topics.

Section 6. THEREFORE, IT IS RESOLVED by the Board of Directors of the Indian Wells Valley Groundwater Authority that effective January 1st, 2024, the representative of the Indian Wells Valley Water District shall be removed as vice chairperson pursuant to section 6.04 of the Joint Exercise Of Powers Agreement Creating The Indian Wells Valley Groundwater Authority.

Section 7. This Resolution shall become effective immediately.

PASSED, APPROVED, AND ADOPTED, by the Indian Wells Valley Groundwater Authority this 13th day of December, 2023.

SIGNED:

President of the Board of Directors

ATTEST:

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board of Directors **DATE:** December 13, 2023

FROM: Carol Thomas-Keefer, General Manager

SUBJECT: **Renewal of Contract with Regional Government Services for Comprehensive Administrative Services**

BACKGROUND

In February 2021, the IWVGA board of directors entered into a one-year agreement with Regional Government Services (RGS) for comprehensive administrative services. Through the agreement, RGS provides IWVGA with the services of a General Manager, Clerk of the Board, and accounting/finance staff. The agreement has been renewed annually for the past two years and will expire as of December 31, 2023. RGS has provided a proposed contract to continue providing administrative services through calendar year 2024.

DISCUSSION

For 2024, RGS is proposing to maintain a scope of work similar to that of 2023, including enhanced support of IWVGA's Communications and Engagement Plan activities that began in 2023 and will carry over into 2024.

As in previous years, the 2024 RGS proposal does not specify a monthly fee or a not-to-exceed annual amount, but rather provides its fee schedule with hourly rates for personnel contributing to IWVGA activities. Hourly billing rates for RGS staff have increased modestly for 2024 but overall cost projections are fairly steady, with the budget projection slightly higher due to the Communications and Engagement Plan efforts. With regard to overall administration costs for the year, staff projected the RGS cost for the 2024 budget at \$340,000, compared to \$333,000 for the past two years. Actual expense for 2023 is projected to fall just under the budget amount. The professional services agreement and scope of work presented by RGS is nearly identical to that presented for 2023, with the exception of a revised hourly billing schedule and the addition of a technology bundle fee attributable to the accounting software license fees (which are shared proportionately among the various agency users within RGS).

ACTION(S) REQUIRED BY THE BOARD

The IWVGA board should consider approval of the 2024 contract with Regional Government Services and associated Scope of Work for comprehensive administrative services for a one-year term beginning January 1, 2024.

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN
INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
and
REGIONAL GOVERNMENT SERVICES AUTHORITY

THIS AGREEMENT is made and entered into this 13th day of December, 2023 (“Effective Date”), by and between Indian Wells Valley Groundwater Authority (“IWVGA”), and Regional Government Services Authority, a joint powers authority (“Consultant”).

RECITALS:

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

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

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

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

1.0. SERVICES PROVIDED BY RGS

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

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

1.3. Performance to Satisfaction of IWVGA. Consultant agrees to perform all the work to the complete satisfaction of the IWVGA and within the hereinafter specified. If the quality of work is not satisfactory, IWVGA in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

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

1.9. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written

consent of IWVGA. Consultant may engage a subConsultant(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

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

2.0. COMPENSATION AND BILLING

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

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts

shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on January 1, 2024 and shall continue for 1 year after the Effective Date, unless previously amended in accordance with Section 3.1 of this Agreement or unless terminated as provided herein.

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

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

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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

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

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

officers, officials, agents, employees, and volunteers.

- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to IWVGA certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by IWVGA, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

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

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

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

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

IF TO CONSULTANT:

Regional Government Services
P.O. Box 1350

IF TO IWVGA:

Indian Wells Valley Groundwater
Authority

Carmel Valley, CA 93924
Tel: 650) 587-7300
Email: contracts@rgs.ca.gov
Attn: Contracts

100 W. California Ave.
Ridgecrest, CA 93555
Tel: (760) 499-5001
Fax: (760) 499-1500
Attn: Chairman

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

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

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

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

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

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgement, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of IWVGA under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless IWVGA for liability attributable to the active negligence of IWVGA, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where IWVGA is shown to have

been actively negligent and where IWVGA's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of IWVGA.

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

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

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

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

The IWVGA's ownership of the "documents and materials" described above shall not apply to Consultant's "proprietary information," which means for purposes of this Agreement, all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and, (v)

materials and techniques used. Except as otherwise required by law, IWVGA shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by IWVGA in connection with this Agreement. The obligations imposed by this paragraph shall survive any expiration or termination of this Agreement or otherwise. The terms of this paragraph shall not apply to any information that is public information. This paragraph also shall not alter or limit the confidentiality and nondisclosure requirements set forth in this Agreement.

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

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

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

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

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

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

conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

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

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

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

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

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

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

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

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

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

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

INDIAN WELLS VALLEY
GROUNDWATER AUTHORITY

Chair of the Board

Date: _____

REGIONAL GOVERNMENT SERVICES
AUTHORITY

Executive Director

Date: _____

APPROVED AS TO FORM:

IWVGA Board Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

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

A. COMPREHENSIVE ADMINISTRATIVE SERVICES

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

1. Serve as the General Manager to the Agency’s Board of Directors.
2. Manage the acquisition of contractors to provide necessary technical services.
3. Coordinate Agency activities with all other member agencies and organizations.
4. Ensure compliance with relevant state, local, and federal laws.
5. Provide ongoing financial management including: AP/AR, annual budget cycle , monthly financial reporting, preparation of independent financial audit, etc.
6. Develop strategic recommendations for long term financial support of the agency mission as defined by the Board of Directors.
7. Prepare a Capital Improvement Program and other planning projects as needed.
8. Provide legislative analysis and recommendations to the Board.
9. Work with the Board in developing Agency priorities, implementing Board policies and directives and communicating them to stakeholders.
10. Serve as the principal spokesperson for the Agency at public and professional functions and prepare reports and other materials for Agency meetings; oversee public information programs, and coordinate media relations.
11. Ensure Agency records are maintained and ensure proper noticing and documentation of board actions and minutes.
12. Coordinate with technical contractors regarding the development and implementation of a Ground Water Sustainability Plan, achieving the goals outlined in SGMA.

RGS will assign a team of employees to carry out the roles and activities described. The team currently consists of key RGS staff who are consistently assigned to the roles of General Manager and Clerk of the Board. During the Term of this agreement RGS will also provide financial and accounting expertise to support key staff efforts and Board decision making. The Finance Team will be led by a Finance Manager (CFO) charged with quality oversight and facilitation of best practices for public agency Finance.

RGS staff work remotely through various technologies; in-person office attendance will be provided only as necessary.

EXHIBIT B
FEE SCHEDULE

Hourly bill rates for Key Staff for 2024 are:

TITLE	HOURLY RATE*
General Manager	\$140.70
Clerk of the Board	\$110.25

Rates for additional RGS staff assigned are shown below:

RGS Staff & Technology Fee BILL RATES

CLASSIFICATION	HOURLY RATE*
Strategic Services Consultant	\$160-\$176
Finance Manager/Senior Advisor	\$125 to \$150
Advisor	\$120 to \$128
Technical Specialist	\$85 to \$115

Technology Fee: \$288/month for the MIP Cloud Bundle.

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided

Payment Process/Address. RGS prefers invoices be paid electronically.

RGS will reach out to your invoicing contact to establish and provide electronic payment instructions.

However, should you have questions or need other payment options, please contact:

Lindsay Rice, RGSA Accounting Manager
(650) 587-7300X12 | lrice@rgs.ca.gov

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board of Directors **DATE:** December 13, 2023

FROM: Carol Thomas-Keefer, General Manager

SUBJECT: **Contract Amendment with Capitol Core Group: 2023 Budget Adjustment and 2024 Scope of Work**

BACKGROUND

For the past several years, the Indian Wells Valley Groundwater Authority has contracted with Capitol Core Group (CCG) for legislative advocacy and assistance in securing the funding and water rights needed to supplement water supplies for the Indian Wells Valley Groundwater Basin. The current contract extension will expire December 31, 2023. CCG has submitted a proposed work plan and budget for calendar year 2024 efforts for board consideration.

Additionally, CCG has submitted a request to IWVGA to increase the amount of the 2023 approved budget by \$22,000, a 12.64% increase over the \$174,000 approved amount.

DISCUSSION

Over the course of 2023, action items not contemplated within the “2023 Scope of Work” arose and required immediate attention. Specifically, legislation dealing with groundwater adjudication (AB 560 and AB 779), legislation that would have prohibited IWVGA from purchasing needed imported water supplies (AB 1205), and the preparation of an unanticipated \$25 million State Budget Request (*FY2024-2025 State Budget Act*) were within our approved Scope of Work but beyond CCG’s ability to anticipate when developing the 2023 Budget.

In November 2023, CCG submitted a request for budget adjustment in light of the unanticipated efforts. As of October 31, CCG had invoiced \$164,600 against its approved budget of \$174,000, and additional invoices through year-end would exceed the approved amount. CCG anticipates that the proposed \$22,000 increase would be adequate to cover activities and associated billings through December 31, 2023.

Additionally, CCG previously submitted a proposed 2024 Work Plan for board review and approval. CCG proposes a budget of \$204,950 for its 2024 activities, an increase over the 2023 approved budget that recognizes the heavy legislative activity anticipated to solicit project funding and address ongoing state legislative matters.

The attached “Amendment 7” to the IWVGA agreement with CCG amends the approved 2023 budget amount from \$174,000 to \$196,000, and also approves the 2024 budget and scope of work.

ACTION(S) REQUIRED BY THE BOARD

The Board should review and consider the adoption of Amendment 7 to the agreement with Capitol Core Group adjusting the approved budget for Calendar Year 2023 and approving the proposed scope of work and budget for 2024.

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AMENDMENT NO. 7 TO INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
AGREEMENT 01-19

CONSULTING SERVICES AGREEMENT WATER SUPPLY PROCUREMENT AND
GOVERNMENT AFFAIRS

WHEREAS, the **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY** (“Authority”) and **CAPITOL CORE GROUP, INC.** (“CCG”) entered into an agreement on March 21, 2019 (“Agreement”), whereby CCG would provide water procurement and governmental affairs services to support the Authority’s goal of completing the requirements of Groundwater Sustainability Plan for the Indian Wells Valley Groundwater Basin (“Basin”); and,

WHEREAS, the original Agreement terminated on March 21, 2020; and,

WHEREAS, the Authority subsequently approved Amendment 6, to continue these professional services through December 31, 2023; and

WHEREAS, a change in the 2023 Scope of Work and budget is required to continue to the services of CCG through 31 December 2023; and,

WHEREAS, the parties wish to extend the Agreement to December 31, 2024; and,

WHEREAS, CCG has provided a 2024 Scope of Work and budget to continue these services in 2024; and,

WHEREAS, the Authority has approved the 2024 Scope of Work and budget; and,

NOW THEREFORE, IT IS HEREBY AGREED by and between the Authority and CCG as follows:

1. Article 2 of Amendment 6 to the Indian Wells Valley Groundwater Authority Agreement 01-19 is amended by increasing the not-to-exceed amount contained in the CCG “2023 Proposed Workplan, Legislative Agenda, and Proposed Budget” (“Exhibit A” of the Amendment) by \$22,000.00.
2. Section III. TERM PERIOD of the Agreement is amended in whole to read as follows:

“Unless terminated as provided herein, the Agreement shall continue in effect through the effective date of this Agreement until December 31, 2024. The parties reserve the right to extend this Agreement upon mutually agreeable terms.”
3. The approved “2024 Proposed Scope of Work” is attached herein as “Exhibit A.”

Signature Page to Follow.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date last written below.

CCG:
Capitol Core Group, Inc.

AUTHORITY:
Indian Wells Valley Groundwater Authority

By: Michael W. McKinney
It's President
Capitol Core Group

By: Scott Hayman
Board Chairperson
Indian Wells Valley Groundwater Authority

Dated:

Dated:

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**Capitol Core Group
2024 Proposed Budget and Scope
for
Indian Wells Valley Groundwater Authority**

1:	Imported Water Supplies and Marketing	\$64,225.00
	a) Supplier Negotiations	
	b) Agreements	
	c) State Approval	
	d) 2024 Water Supplies	
2:	Interconnection Pipeline Project	\$47,250.00
	a) WRDA-24	
	b) State Budget Request	
	c) State Water Strategy	
3:	Other Projects Supporting the GSP	\$66,925.00
	a) Well Mitigation	
	b) Reclamation/Recycling	
	c) Wastewater Treatment	
	d) Land Repurposing	
	e) 2024 Congressional/Agency	
	f) 2024 State Legislative/Agency	
4:	Project Administration	\$26,550.00
	a) Board Meetings	
	b) Milestone Reports	
	c) Ad-Hoc Reporting	
Total Not-to-Exceed		\$204,950.00

Budget estimates for each individual task were provided in the proposed 2024 Legislative Agenda and Scope of Work approved by the IWVGA Board on November 8, 2023.

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: December 13, 2023

FROM: IWVGA Staff

SUBJECT: 2023 Budget Amendment

BACKGROUND

The IWVGA board adopted its 2023 budget in October 2022, and that budget created a framework for spending for the fiscal year. After the budget is approved, circumstances frequently arise that may require adjustments to the approved budget. For example, after budget adoption, Augmentation revenue estimates were revised downward by IWVWD and Basin Management expenditures increased related to imported water activities and the DWR Implementation Grant. The Board has approved all warrants during the year or payments have occurred under the General Manager's purchasing authority. The budget adjustments included all actual payments and year-end estimates. Estimates for year-end revenue and expenditures are also presented.

These budget adjustments and others require Board approval. The board may amend the budget at any meeting after the adoption of the budget. Actual amounts may vary based on additional year-end closing adjustments. The attached Proposed Budget Amendment report provides the details by revenue and fund and the summary provided below provides highlights.

The following additions and amendments are proposed to reflect board-authorized actions and operating changes throughout the year:

New Fund:

- Create Urban Community Drought Relief Grant Fund
 - Add \$20,000 in estimated revenue and expenditures.
 - At each annual budget process and year-end for the life of the grant, remaining budgeted revenue will be reconciled and carried forward to the next year.

Amendments to Budget:

- Revenue Adjustments total \$1,101,952 from \$8,149,846 to \$9,251,798:
 - The projection for the reimbursement of IP grant expenditures increased by \$1,663,960 to \$3,663,960.
 - **The projection for Augmentation revenue decreased by \$790,789 from \$3,912,060 to \$3,121,271 due to revised assumptions by IWVWD.**
 - The estimate for the loan between the Augmentation Fund and Extraction Fund increased by \$64,247 to \$432,061. This is an estimate and is dependent on the actual financial performance of the Extraction Fund.

- Revenue associated with the Navy/COSO Royalty Fund has been increased by \$192,879 to \$207,879 and will be accrued into 2023 financials once received.
- The remaining -\$28345 reduction includes a decrease in the estimate of Extraction Fees of \$55,964 and the Urban Community Drought Relief Grant Program Revenue and estimated increase in Shallow Well Mitigation Fee as compared to the budgeted amount.
- Expenditure Adjustments total \$2,197,800 from \$5,468,804 to \$7,666,604:
 - The projection for the expenses associated with the DWR Implementation Grant expenditures increased from \$1,663,960 to \$3,663,960 with an additional conservatively estimated \$100,000 associated with costs not reimbursed by the grant.
 - The remaining \$433,840 is made up of the Basin Management (Non-Grant) related expenses, Navy/COSO related expenditures, loan estimate to the Extraction Fund, legal expenses and miscellaneous adjustments.

ACTION(S) REQUIRED BY THE BOARD

Staff recommends the board approve the proposed amendments to the 2023 budget in order to recognize and allow the adopted budget to reflect budgetary changes made during fiscal year 2023.

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YEAR-END BUDGET ESTIMATE AND PROPOSED BUDGET AMENDMENTS

		ACTUALS BY REVENUE ALLOCATION									
		PROPOSED	TOTAL	Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	
		BUDGET	ADJUSTED	Extraction	Augmentation	Shallow	Prop. 1; Prop.68	SGMA IP	Navy/COSO	Estimated	
		ORIGINAL	BUDGET			Well Mitigation	SDAC/ Misc Grant	Urban Comm.	Fund		
		AMENDMENT	BUDGET								
1	REVENUE										
2	Extraction Fee	1,319,924	(55,964)	1,263,960	1,263,960	-	-	-	-	1,263,960	
3	Transfer In/Loan from Augmentation Fund	367,814	64,247	432,061	432,061	-	-	-	-	432,061	
4	Transfer In/Loan from Grant Funds-Prop 1/Prop 68	204,636	-	204,636	204,636	-	-	-	-	204,636	
5	Augmentation Fee	3,912,060	(790,789)	3,121,271	-	3,121,271	-	-	-	3,121,271	
6	Transfer In/Loan Repayment from Extraction Fund	-	-	-	-	-	-	-	-	-	
7	Shallow Well Mitigation Fee	125,776	7,619	133,395	-	-	133,395	-	-	133,395	
8	Department of Water Resources (DWR) Grants-Prop 1/68	204,636	-	204,636	-	-	204,636	-	-	204,636	
9	Department of Water Resources (DWR) Grants -IP Grant	2,000,000	1,663,960	3,663,960	-	-	-	3,663,960	-	3,663,960	
10	Urban Community Drought Relief Grant Program	-	20,000	20,000	-	-	-	20,000	-	20,000	
11	Navy/COSO Royalty Fund	15,000	192,879	207,879	-	-	-	-	207,879	207,879	
12											
13	TOTAL REVENUES	8,149,846	1,101,952	9,251,798	1,900,657	3,121,271	133,395	204,636	3,683,960	207,879	9,251,798
14	EXPENSES										
15	Administration										
16	Administration (RGS)	333,000	(18,000)	315,000	157,500	157,500	-	-	-	315,000	
17	Office Rent (City of Ridgecrest)	3,600	-	3,600	1,800	1,800	-	-	-	3,600	
18	Office Supplies	1,000	-	1,000	500	500	-	-	-	1,000	
19	Postage and Delivery	360	-	360	180	180	-	-	-	360	
20	External Audit	12,000	(4,000)	8,000	4,000	4,000	-	-	-	8,000	
21	Council Chambers/IT Services (City of Ridgecrest)	8,500	-	8,500	8,500	-	-	-	-	8,500	
22	General Counsel (Aleshire & Wynder/City of Ridgecrest)	200,000	87,300	287,300	89,690	197,610	-	-	-	287,300	
23	Insurance Premium	14,870	(53)	14,817	14,817	-	-	-	-	14,817	
24	Legal Notices (Daily Independent)	2,000	-	2,000	2,000	-	-	-	-	2,000	
25	Memberships (Cal. Assoc.Mutual Water Co)	100	-	100	100	-	-	-	-	100	
26	Website	300	12	312	312	-	-	-	-	312	
27	Printing and Reproduction	-	-	-	-	-	-	-	-	-	
28	Bank Service Charges	24	-	24	24	-	-	-	-	24	
29											
30	Non-Departmental										
31	Other Legal Services (RWG Law)	400,000	5,000	405,000	-	405,000	-	-	-	405,000	
32	Lobbying Services (Capitol Core)	174,000	22,000	196,000	-	196,000	-	-	-	196,000	
33	Other Professional Services (Garrison Brothers)	-	146,669	146,669	-	-	-	-	146,669	146,669	
34	Shallow Well Mitigation Emergency Assistance Program	50,000	(11,179)	38,821	-	-	38,821	-	-	38,821	
35	Repayment of Kern County Advance	-	-	-	-	-	-	-	-	-	
36	Repayment of City of Ridgecrest In-Kind Services	500,000	-	500,000	390,000	110,000	-	-	-	500,000	
37	Transfer Out/ Loan Repayment to Augmentation Fund	-	-	-	-	-	-	-	-	-	
38	Transfer Out/Loan to Extraction Fund	572,450	64,247	636,697	-	432,061	-	204,636	-	636,697	

YEAR-END BUDGET ESTIMATE AND PROPOSED BUDGET AMENDMENTS

		ACTUALS BY REVENUE ALLOCATION									
		PROPOSED	TOTAL	Restricted	Restricted	Restricted	Restricted	Restricted	Restricted		
		BUDGET	ADJUSTED	Extraction	Augmentation	Shallow	Prop. 1; Prop.68	SGMA IP	Navy/COSO	\$	
		ORIGINAL	BUDGET			Well Mitigation	SDAC/ Misc Grant	Urban Comm.	Fund	Estimated	
		AMENDMENT	BUDGET								
39											39
40	Community Engagement										40
41	Design Services	25,000	(20,000)	5,000	5,000	-	-	-	-	5,000	41
42	Printing and Reproduction	10,000	(5,000)	5,000	5,000	-	-	-	-	5,000	42
43	Website Services	25,000	(20,000)	5,000	5,000	-	-	-	-	5,000	43
44											44
45	Basin Management Administration										45
46	Production Reporting, Transient Pool, and Fee Support (Stetson)	5,000	40,000	45,000	45,000	-	-	-	-	45,000	46
47	Meetings and Prep (Stetson)	140,000	25,000	165,000	165,000	-	-	-	-	165,000	47
48	Budget Support (Stetson)	7,500	(1,500)	6,000	6,000	-	-	-	-	6,000	48
49	Stakeholder Coordination (Stetson)	10,000	(9,000)	1,000	1,000	-	-	-	-	1,000	49
50	Litigation Support (Stetson)	40,000	10,000	50,000	50,000	-	-	-	-	50,000	50
51											51
52	Basin Management										52
53	General Engineering (Stetson)	50,000	(30,000)	20,000	20,000	-	-	-	-	20,000	53
54	TSS: El Paso Well Drilling Support (Stetson)	-	-	-	-	-	-	-	-	-	54
55	TSS: General Coordination/Application Support (Stetson)	15,000	(12,000)	3,000	3,000	-	-	-	-	3,000	55
56	Coordination with DWR on GSP Review (Stetson)	-	-	-	-	-	-	-	-	-	56
57	GSP 5-Year Update (Stetson)	50,000	110,000	160,000	160,000	-	-	-	-	160,000	57
58	Annual Report Preparation (Stetson)	50,000	5,000	55,000	55,000	-	-	-	-	55,000	58
59	Data Management System Support (Stetson)	30,000	(5,000)	25,000	25,000	-	-	-	-	25,000	59
60	Allocation Plan: Allocation Process & Transient Pool Support (Stetson)	-	-	-	-	-	-	-	-	-	60
61	Allocation Plan and Rules & Regs on Pumping/Restrictions (Stetson)	12,000	(3,000)	9,000	9,000	-	-	-	-	9,000	61
62	Allocation Plan: Fallowing & Transient Pool Transfer Program (Stetson)	-	-	-	-	-	-	-	-	-	62
63	Conservation Efforts (Stetson)	10,000	(10,000)	-	-	-	-	-	-	-	63
64	General Project Management (Stetson)	30,000	30	30,030	30,030	-	-	-	-	30,030	64
65	Model Transfer and Upgrade (Stetson)	200,000	29,000	229,000	229,000	-	-	-	-	229,000	65
66	Navy/Coso Royalty Fund: Develop Projects & Secure Funding (Stetson)	25,000	3,000	28,000	28,000	-	-	-	-	28,000	66
67	Navy/Coso Royalty Fund: Rose Valley MW Permitting, Bid, Drilling (Stetsor)	15,000	31,210	46,210	-	-	-	-	46,210	46,210	67
68	Navy/Coso Royalty Fund: Cooperative Agreement	-	15,000	15,000	-	-	-	-	15,000	15,000	68
69	Data Collection, Monitoring, and Data Gaps (Stetson)	145,000	20,000	165,000	165,000	-	-	-	-	165,000	69
70	Imported Water: Negotiations and Coordination(Stetson)	20,000	-	20,000	-	20,000	-	-	-	20,000	70
71	Imported Water: Engineering and Analysis(Stetson)	-	-	-	-	-	-	-	-	-	71
72	Recycled Water (Stetson)	150,000	(90,000)	60,000	-	60,000	-	-	-	60,000	72
73	LADWP Release Coordination and Meetings	-	45,000	45,000	45,000	-	-	-	-	45,000	73
74	CA State Lands Commission	-	140	140	140	-	-	-	-	140	74
75											75

YEAR-END BUDGET ESTIMATE AND PROPOSED BUDGET AMENDMENTS

		ACTUALS BY REVENUE ALLOCATION										
		PROPOSED BUDGET ORIGINAL	PROPOSED BUDGET AMENDMENT	TOTAL ADJUSTED BUDGET	Restricted Extraction	Restricted Augmentation	Restricted Shallow Well Mitigation	Restricted Prop. 1; Prop.68 SDAC/ Misc Grant	Restricted SGMA IP Urban Comm.	Restricted Navy/COSO Fund	\$ Estimated	
76	EXPENSES (Cont'd)											76
77	Basin Management (cont'd)											77
78	Shallow Well Mitigation Program: Plan Development (Stetson)	-	-	-	-	-	-	-	-	-	-	78
79	Shallow Well Mitigation Program: Outreach and Impacts Eval.(Stetson)	20,000	26,000	46,000	-	-	46,000	-	-	-	46,000	79
80	Shallow Well Consolidation	-	-	-	-	-	-	-	-	-	-	80
81	Brackish Water Group: Data Review and Coordination(Stetson)	-	17,952	17,952	17,952	-	-	-	-	-	17,952	81
82	Review of Outside Studies and Coordination (Stetson)	30,000	(25,000)	5,000	5,000	-	-	-	-	-	5,000	82
83	Well Monitoring Services (WellIntel Inc.)	2,100	(541)	1,559	1,559	-	-	-	-	-	1,559	83
84	Weather Station Maintenance(Stetson)	-	-	-	-	-	-	-	-	-	-	84
85												85
86	Grant Management											86
87	Prop 1 / Prop 68 Grant Administration (Stetson)	5,000	4,000	9,000	9,000	-	-	-	-	-	9,000	87
88	Resilience Grant (Stetson)	-	16,553	16,553	16,553	-	-	-	-	-	16,553	88
89	Prop 1 SDAC Support	-	-	-	-	-	-	-	-	-	-	89
90	Grant Review and Application Preparation (Stetson)	75,000	(45,000)	30,000	30,000	-	-	-	-	-	30,000	90
91	IP Grant Management											91
92	IP Grant Administration (Stetson)	70,000	(30,000)	40,000	-	-	-	-	40,000	-	40,000	92
93	Planning/Design/Environmental (Stetson)	175,000	25,000	200,000	-	-	-	-	200,000	-	200,000	93
94	Engagement/Outreach (Stetson)	25,000	(17,500)	7,500	-	-	-	-	7,500	-	7,500	94
95	Planning/Design/Environmental (Provost & Pritchard)	-	3,240,000	3,240,000	-	-	-	-	3,240,000	-	3,240,000	95
96	Engagement /Outreach-Other Professional Services (Provost & Pritchard)	1,730,000	(1,730,000)	-	-	-	-	-	-	-	-	96
97	Planning/Design/Environmental-(Not Reimb by Grant)	-	100,000	100,000	100,000	-	-	-	-	-	100,000	97
98	Planning/Design/Environmental -Other											98
99	Imported Water Pipeline (Transystems)	-	87,005	87,005	-	-	-	-	87,005	-	87,005	99
100	Bureau of Land Management	-	50,000	50,000	-	-	-	-	50,000	-	50,000	100
101	City of California City	-	30,000	30,000	-	-	-	-	30,000	-	30,000	101
102	County of Kern -ROW Access	-	1,200	1,200	-	-	-	-	1,200	-	1,200	102
103	Union Pacific Railroad	-	755	755	-	-	-	-	755	-	755	103
104	SC Edison -Advance Payment	-	7,500	7,500	-	-	-	-	7,500	-	7,500	104
105	Urban Community Drought Relief Grant Program											105
106	Urban Community Drought Relief Funding Administration	-	10,000	10,000	-	-	-	-	10,000	-	10,000	106
107	Shallow Well Consolidation Project (Stetson)	-	10,000	10,000	-	-	-	-	10,000	-	10,000	107
108												108
109	TOTAL EXPENSES	5,468,804	2,197,800	7,666,604	1,900,657	1,584,651	84,821	204,636	3,683,960	207,879	7,666,604	109
110												110
111	Surplus (Deficit)	2,681,042	(1,095,848)	1,585,194	-	1,536,620	48,574	-	-	-	1,585,194	111

Billing and receipt of reimbursement grant program revenue may cross over fiscal years with revenue received for prior year programs. Separate reconciliation will be completed for grant programs.

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members **DATE:** December 13, 2023

FROM: IWVGA Staff

SUBJECT: **Agenda Item 13 - Resolution 09-23 – General Manager Authorization to Execute BLM Permitting Documents**

BACKGROUND

The IWVGA was granted a Right-of-Way (ROW) by the Bureau of Land Management (BLM) to construct two groundwater monitoring wells south of Little Lake to study subflow from Rose Valley into Indian Wells Valley in Spring of 2023. One well was completed in May 2023, but the second well needed to be abandoned after a failed attempt of well drilling in a fracture zone. BLM requires IWVGA to submit a SF-299 form to drill at an alternative wellsite for scientific study of groundwater flowing from Rose Valley into Indian Wells Valley south of Little Lake. BLM requires a document authorizing the General Manager to sign BLM permitting documents on behalf of IWVGA.

At the April 12, 2023 Board meeting, the Board authorized the General Manager to sign the Reimbursement Agreement with BLM for assistance and permitting for the Imported Water Project (Project). The Reimbursement Agreement was needed to allow the BLM to provide permits for performing soil borings and environmental surveys and studies along the portion of the Project alignment on BLM land. As the Project progresses, BLM will require the IWVGA to sign additional permitting documents.

Staff proposes the Board authorize the General Manager to sign BLM permitting documents to eliminate the need for future Board actions on this routine matter and to increase the efficiency of obtaining permits for IWVGA's projects.

RECOMMENDED ACTION

Staff recommends the Board review and consider the adoption of Resolution No. 08-23, authorizing the General Manager to sign BLM permitting documents on behalf of IWVGA.

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

In the matter of:

Resolution No. 09-23

**GENERAL MANAGER AUTHORIZATION TO EXECUTE BLM
PERMITTING DOCUMENTS**

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 ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board of Directors
Indian Wells Valley Groundwater Authority

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

Section 1. WHEREAS:

(a) The IWVGA was granted a Right-of-Way (ROW) by the Bureau of Land Management (BLM) to construct two groundwater monitoring wells south of Little Lake to study subflow from Rose Valley into Indian Wells Valley in Spring of 2023. One well was completed in May 2023, but the second well needed to be abandoned after a failed attempt of well drilling in a fracture zone.

(b) BLM requires IWVGA to submit a SF-299 form to drill at an alternative wellsite for scientific study of groundwater flowing from Rose Valley into Indian Wells Valley south of Little Lake. BLM further requires a document authorizing the General Manager to sign BLM permitting documents on behalf of IWVGA.

(c) At the April 12, 2023 Board meeting, the Board authorized the General Manager to sign the Reimbursement Agreement with BLM for assistance and permitting for the Imported Water Project (Project). The Reimbursement Agreement was needed to allow the BLM to provide permits for performing soil borings and environmental surveys and studies along the portion of the

Project alignment on BLM land.

(d) As the Project progresses, BLM will require the IWVGA to sign additional permitting documents that must be brought to the Board to be authorized.

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

1. This Board finds that recited facts are true and that it has the jurisdiction to consider, approve, and adopt this Resolution.
2. The General Manager is hereby authorized to execute any and all permitting documents required by the BLM to implement the Project.
3. If any section, subsection, subdivision, sentence, clause or phrase of this policy is held unconstitutional, for any reason, or otherwise invalid, such decision shall not affect the validity of the remaining portions thereof. The Board of Directors hereby declares that it would have passed this Resolution, and each section, subsection, subdivision, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses or phrases be declared unconstitutional.

PASSED, APPROVED, AND ADOPTED, by the Indian Wells Valley Groundwater Authority this 13th day of December, 2023.

SIGNED:

President of the Board of Directors

ATTEST:

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board of Directors **DATE:** December 8, 2023

FROM: Carol Thomas-Keefer, General Manager

SUBJECT: Stetson Staff Rate Increase

DISCUSSION

The IWVGA retained Stetson Engineers Inc. (Stephen B. Johnson) as its Water Resources Manager (WRM) through its Water Resources Manager Services Agreement (Agreement No. 02-17), dated August 17, 2017. The Agreement basically says the WRM is retained to perform necessary services in connection with the Authority's preparation, filing and implementation of the GSP. The term of the Agreement (Section III Term Period), "...shall cover a three-year period commencing on the Effective Date and continuing unless terminated as provided herein." Termination (Section XIII) may occur with or without cause upon seven (7) days notice to Stetson.

There are no specific provisions in the Agreement for adjustment of Stetson's Fee Schedule/Rates. Stetson continued to use its original 2017 rates through September 2021, at which time the IWVGA approved an increase to Stetson's 2019 rate schedule (representing a two-year lag in increases).

Stetson staff have indicated that it is their common practice to hold rates (no increases) for a few years for its best clients, such as IWVGA. Stetson has maintained its 2019 rates for IWVGA for the past two years, and it is appropriate for the board to consider Stetson's request to adjust the rate schedule in the WRM Services Agreement.

Stetson has provided the attached Table 1 showing the 2019 Rates currently in effect, and Table 2 showing the 2022 Rates proposed to be effective January 1, 2024 (continuing the delay in the rate increases). If approved, the 2022 Rates would be effective January 1, 2024.

ACTION(S) REQUIRED BY THE BOARD

Stetson is requesting an adjustment of its Rate Schedule for IWVGA from the 2019 Rates to the 2022 Rates. Staff recommends that the board consider approval of an amendment to the WRM Services Agreement incorporating Stetson's updated Rate Schedule, dated January, 1, 2019.

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TABLE 1 - Stetson Billing Rate Percent Increases



2171 E. Francisco Blvd., Suite K • San Rafael, California 94901
 Phone: (415) 457-0701 • FAX: (415) 457-1638 • Website: www.stetsonengineers.com

Northern California • Southern California • Arizona • Colorado

Standard Billing Rate Schedule

Professional Fees

	2017	2018	2017-2018 % difference (actual)	2019	2018-2019 % difference (actual)	2017-2019 % difference (actual)
Principal	\$230.00	\$237.00	3%	\$237.00	0%	3%
Special Project Director	\$230.00	\$237.00	3%	\$237.00	0%	3%
Project Manager, Senior	\$200.00	\$206.00	3%	\$206.00	0%	3%
Supervisor I	\$200.00	\$206.00	3%	\$206.00	0%	3%
Supervising Soil Scientist	\$185.00	\$191.00	3%	\$191.00	0%	3%
Supervisor II	\$185.00	\$191.00	3%	\$191.00	0%	3%
Supervisor III	\$180.00	\$185.00	3%	\$185.00	0%	3%
Senior I	\$160.00	\$165.00	3%	\$165.00	0%	3%
Senior II	\$145.00	\$149.00	3%	\$149.00	0%	3%
Senior III	\$130.00	\$134.00	3%	\$134.00	0%	3%
Construction Manager	\$130.00	\$134.00	3%	\$134.00	0%	3%
Construction Manager / Oversight	\$115.00	\$118.00	3%	\$118.00	0%	3%
Senior Construction Inspector	\$115.00	\$118.00	3%	\$118.00	0%	3%
Senior Field Geologist	\$130.00	\$134.00	3%	\$134.00	0%	3%
Senior Associate	\$120.00	\$124.00	3%	\$128.00	3%	7%
Associate I	\$115.00	\$118.00	3%	\$122.00	3%	6%
Associate II	\$110.00	\$113.00	3%	\$116.00	3%	5%
Associate III	\$105.00	\$108.00	3%	\$111.00	3%	6%
Associate Soil Scientist	\$105.00	\$108.00	3%	\$111.00	3%	6%
Senior Assistant	\$100.00	\$103.00	3%	\$103.00	0%	3%
Assistant I	\$95.00	\$98.00	3%	\$98.00	0%	3%
Assistant II	\$90.00	\$93.00	3%	\$93.00	0%	3%
Assistant Soil Scientist	\$90.00	\$93.00	3%	\$93.00	0%	3%
Assistant III	\$85.00	\$88.00	4%	\$88.00	0%	4%
GIS Manager	\$115.00	\$118.00	3%	\$122.00	3%	6%
GIS Specialist I	\$95.00	\$98.00	3%	\$101.00	3%	6%
GIS Specialist II	\$85.00	\$88.00	4%	\$91.00	3%	7%
Technical Illustrator	\$85.00	\$88.00	4%	\$88.00	0%	4%
AutoCAD Technician	\$85.00	\$88.00	4%	\$88.00	0%	4%
Soil Technician	\$75.00	\$77.00	3%	\$77.00	0%	3%
Aide I	\$70.00	\$72.00	3%	\$72.00	0%	3%
Aide II	\$60.00	\$62.00	3%	\$62.00	0%	3%
Aide III	\$55.00	\$57.00	4%	\$57.00	0%	4%
Project Coordinator I	\$130.00	\$134.00	3%	\$134.00	0%	3%
Project Coordinator II	\$95.00	\$98.00	3%	\$98.00	0%	3%
Project Coordinator III	\$85.00	\$88.00	4%	\$88.00	0%	4%
Contract Management	\$100.00	\$103.00	3%	\$103.00	0%	3%
Administrative I	\$70.00	\$72.00	3%	\$72.00	0%	3%
Administrative II	\$65.00	\$67.00	3%	\$67.00	0%	3%
Administrative III	\$60.00	\$62.00	3%	\$62.00	0%	3%



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Phone: (415) 457-0701 • Fax: (415) 457-1638 • Website: www.stetsonengineers.com

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Standard Billing Rate Schedule Professional Fees

Principal	\$237.00	Per Hour
Special Project Director	\$237.00	Per Hour
Project Manager, Senior	\$206.00	Per Hour
Supervisor I	\$206.00	Per Hour
Supervising Soil Scientist	\$191.00	Per Hour
Supervisor II	\$191.00	Per Hour
Supervisor III	\$185.00	Per Hour
Senior I	\$165.00	Per Hour
Senior II	\$149.00	Per Hour
Senior III	\$134.00	Per Hour
Construction Manager	\$134.00	Per Hour
Construction Manager / Oversight	\$118.00	Per Hour
Senior Construction Inspector	\$118.00	Per Hour
Senior Field Geologist	\$134.00	Per Hour
Senior Associate	\$128.00	Per Hour
Associate I	\$122.00	Per Hour
Associate II	\$116.00	Per Hour
Associate III	\$111.00	Per Hour
Associate Soil Scientist	\$111.00	Per Hour
Senior Assistant	\$103.00	Per Hour
Assistant I	\$98.00	Per Hour
Assistant II	\$93.00	Per Hour
Assistant Soil Scientist	\$93.00	Per Hour
Assistant III	\$88.00	Per Hour
GIS Manager	\$122.00	Per Hour
GIS Specialist I	\$101.00	Per Hour
GIS Specialist II	\$91.00	Per Hour
Technical Illustrator	\$88.00	Per Hour
AutoCAD Technician	\$88.00	Per Hour
Soil Technician	\$77.00	Per Hour
Aide I	\$72.00	Per Hour
Aide II	\$62.00	Per Hour
Aide III	\$57.00	Per Hour
Project Coordinator I	\$134.00	Per Hour
Project Coordinator II	\$98.00	Per Hour
Project Coordinator III	\$88.00	Per Hour
Contract Management	\$103.00	Per Hour
Administrative I	\$72.00	Per Hour
Administrative II	\$67.00	Per Hour
Administrative III	\$62.00	Per Hour

Effective January 1, 2019

Direct Expense Rates

Expense Description	Billing Rate
Fax	\$0.30 / Page
Mileage	\$* / Mile
Reproduction: Black & White (In-House)	\$0.15 / Page
Reproduction: Color - 8.5" x 11" (In-House)	\$0.89 / Page
Reproduction: Color - 11" x 17" (In-House)	\$1.89 / Page
Plotter Reproduction (In-House)	\$1.50 / Sq. Ft.
Specialty Computer Expense (In-House)	\$15.00 / Hour
4x4 Truck with Drill Rig	\$150.00 / Day
Survey Equipment	\$120.00 / Day

Notes:

- 1) * Mileage is billed at the current IRS approved mileage rate and may be subject to change.
- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e., telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

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Table 2
Standard Billing Rate Schedule
Professional Fees

Principal	\$244.00	Per Hour
Special Project Director	\$244.00	Per Hour
Project Manager, Senior	\$212.00	Per Hour
Supervisor I	\$212.00	Per Hour
Supervising Soil Scientist	\$197.00	Per Hour
Supervisor II	\$197.00	Per Hour
Supervisor III	\$191.00	Per Hour
Senior I	\$170.00	Per Hour
Senior II	\$153.00	Per Hour
Senior III	\$138.00	Per Hour
Construction Manager	\$138.00	Per Hour
Construction Manager / Oversight	\$122.00	Per Hour
Senior Construction Inspector	\$122.00	Per Hour
Senior Field Geologist	\$138.00	Per Hour
Senior Associate	\$132.00	Per Hour
Associate I	\$126.00	Per Hour
Associate II	\$119.00	Per Hour
Associate III	\$114.00	Per Hour
Associate Soil Scientist	\$114.00	Per Hour
Senior Assistant	\$106.00	Per Hour
Assistant I	\$101.00	Per Hour
Assistant II	\$96.00	Per Hour
Assistant Soil Scientist	\$96.00	Per Hour
Assistant III	\$91.00	Per Hour
GIS Manager	\$126.00	Per Hour
GIS Specialist I	\$104.00	Per Hour
GIS Specialist II	\$94.00	Per Hour
Technical Illustrator	\$91.00	Per Hour
AutoCAD Technician	\$91.00	Per Hour
Soil Technician	\$79.00	Per Hour
Aide I	\$74.00	Per Hour
Aide II	\$64.00	Per Hour
Aide III	\$59.00	Per Hour
Project Coordinator I	\$138.00	Per Hour
Project Coordinator II	\$101.00	Per Hour
Project Coordinator III	\$91.00	Per Hour
Contract Management	\$106.00	Per Hour
Administrative I	\$74.00	Per Hour
Administrative II	\$69.00	Per Hour
Administrative III	\$64.00	Per Hour

Effective January 1, 2022

Direct Expense Rates

Expense Description	Billing Rate
Mileage	\$* / Mile
Reproduction: Black & White (In-House)	\$0.15 / Page
Reproduction: Color - 8.5" x 11" (In-House)	\$0.89 / Page
Reproduction: Color - 11" x 17" (In-House)	\$1.89 / Page
Plotter Reproduction (In-House)	\$1.50 / Sq. Ft.
4x4 Truck with Drill Rig	\$150.00 / Day
Survey Equipment	\$120.00 / Day

Notes:

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- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e. telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members **DATE:** December 13, 2023
FROM: IWVGA Water Resources Manager
SUBJECT: AGENDA ITEM 15 – WATER RESOURCES MANAGER’S REPORT

AGENDA ITEM 15a – GRANT FUNDING UPDATE

Proposition 1 Update

- Invoice #16a
 - Covers July 2022 through September 2022
 - Total requested payment after retention: **\$20,806.59**
 - Status: Under DWR review – preliminary approval received.
- Invoice #17a:
 - Covers October 2022 through December 2022
 - Total requested payment after retention: **\$7,817.63**
 - Status: Under DWR review – preliminary approval received.

Proposition 1/68 Grant Closeout

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

SGMA Implementation Round 1 Update

- Invoice #3
 - Covers January 2023 through March 2023
 - Total requested payment: **\$435,887.19**
 - Status: Under final DWR review.
- Invoice #4
 - Covers April 2023 to June 2023
 - Total requested payment: **\$1,062,552.46**
 - Status: Under DWR review
- Invoice #5
 - Covers July 2023 to September 2023
 - Total requested payment: **\$848,164.75**
 - Status: Under DWR review.

Urban Community Drought Relief Program Update

- The IWVGA has been awarded \$3,345,000 to consolidate shallow well system(s) into a public water system.

- Preliminary grant management tasks and coordination with DWR are underway.
- DWR is currently reviewing the draft grant agreement and finalizing it for signature/execution.

2023 Drinking Water System Infrastructure Resilience and Sustainability Program

- Staff submitted an application for federal funding on November 6, 2023 for approximately \$2.8 million to fund planning, design, environmental, and right-of-way tasks for the Imported Water Project.
- Funding awards are anticipated to be announced in Spring 2024.

AGENDA ITEM 15.b – GSP IMPLEMENTATION PROJECTS/ MANAGEMENT ACTION UPDATES

Imported Water Project

- Imported Water Pipeline Design Services
 - Coordination Meetings:
 - November 6, November 20, December 4: Bi-weekly with Staff, Environmental and Right-of-Way Consultants
 - Bi-weekly meetings with BLM
 - Pending BLM review of resubmitted SF-299 Application
 - Drafting Plan of Design as part of their process to meet their land use goals defined in the BLM's Desert Renewable Energy Conservation Plan
 - Ongoing coordination with State Water Resources Control Board Division of Drinking Water (DDW), Caltrans, United Pacific Rail Road, and Southern California Edison (SCE)
 - SCE
 - Pending review of SCE Customer/ Project Information Sheet (CPIS) application
 - Starting monthly coordination meetings with SCE
 - Coordinating an SCE Method of Service Agreement and Encroachment Agreement
 - Pending receipt of United States Army Corps of Engineers (USACE) and State Water Resources Control Board (SWRCB) waiver letters
 - Preparing submittal of California Department of Fish and Wildlife Lake and Streambed Alternation Agreement (LSA)
 - Coordinating with California City on utility as-built plans
 - Coordinating with California State Parks to prepare an Encroachment Permit which will include an initial fee of \$500, an analysis fee of \$10,000, and a final easement fee of approximately \$25,000.
 - Coordinating an Application for Union Pacific Railroad trenchless crossing at Neuralia Road and Cantil Road
 - Collected first water quality samples at the Rosamond Treatment Plant to allow evaluation of introducing water from AVEK into the IWVWD water system.

- Ongoing coordination with AVEK to analyze the connection point from AVEK's system
 - Continuing soils borings in California City and Kern County right-of-way
 - Projected to receive soil boring results mid to late February
 - Continuing utility research and trenchless crossing identification
 - Provided the draft 30% Design Plans and Pipeline Facilities Technical Memorandum
 - The draft 30% Design Plans are available on the GA website
 - Staff is currently reviewing the 30% Design Plans and Pipeline Facilities Technical Memorandum
 - Staff is drafting a Notice to Proceed pursuant to Change Order 1 which was approved by the Board at the August meeting and Change Order 2 which was approved by the Board at the November meeting
 - Next Steps:
 - Start geotechnical borings in BLM land after cultural surveys are completed
 - Finalize the 30% Design Submittal
 - Provide the Pipeline Design Calculation TM and System Hydraulics and Transient Mitigation Analysis TM
 - Provide 60% Design Submittal by March 2024
 - Next Milestones
 - Provide 90% Design Submittal by September 2024
- Imported Water Pipeline Environmental Services
 - Coordination Meetings
 - November 6, November 20, December 4: Bi-weekly coordination meetings with Staff, Design and Right-of-Way Consultants
 - Weekly meetings with BLM
 - Continuing coordination with the California Department of Fish and Wildlife, United States Army Corps of Engineers, and State Water Resources Control Boards Submitting CDFW and SWRCB final permit packages as reviewed and approved by Staff
 - CDFW LSA Permit includes \$8,409.50 permit fee
 - SWRCB 401 Certification includes \$2,985.00 application fee
 - Will require \$2,509 annually while the project is being constructed
 - USACE Permit Package will be provided for Staff review soon
 - Continue aquatic delineations
 - Continuing cultural surveys on BLM land, to be followed by geotechnical surveys
 - Ridgecrest BLM Department is coordinating with the State BLM department on the review of the Archaeological Resources Protection Act Permit
 - Providing permit for field work
 - Will provide updated schedule for geotechnical surveys due to delays in cultural surveys
 - Coordinating cultural monitoring by the Kern Community Tribe during geotechnical surveys
 - Continue finalizing the draft Wildlife Survey Report and Rare Plant Survey
 - Continue finalizing the draft Biological Evaluation/Biological Assessment and Energy Impact Assessment Technical Studies per comments received from BLM

- Staff is drafting a Notice to Proceed pursuant to Change Order 1 which was approved by the Board at the August meeting and Change Order 2 which was approved by the Board at the November meeting
- BLM completed the NEPA Public Scoping Period and will provide a Scoping Summary Report
 - Received 7 Comments
 - BLM has determined a comprehensive Socioeconomic Analysis is required as part of the EA/EIR
- Next Steps:
 - Begin geotechnical and biological monitoring on BLM lands in January 2024
 - Finalize draft Environmental Impact Report, and BLM Environmental Assessment
 - Next Milestones:
 - Finalize NEPA compliance for geotechnical borings and environmental surveys/ studies within BLM property
 - Conduct technical analyses/ Special Studies within BLM land
- Imported Water Pipeline Right-of-Way Services
 - Coordination Meetings:
 - November 6, November 20, December 4: Bi-weekly coordination meetings with Staff, Design and Environmental Consultants
 - Obtained 50 Right-of-Entry agreements from property owners for 48 parcels along the alignment to allow performance of biological/technical studies and geotechnical borings
 - Coordinating with California Fish and Wildlife regarding County Right of Way
 - Staff is drafting a Notice to Proceed pursuant to Change Order 1 which was approved by the Board at the August meeting
 - Next Steps:
 - Continue obtaining Rights of Entry from property owners along the pipeline alignment to allow performance of biological/technical studies and geotechnical borings
 - Next Milestone:
 - Provide a Right of Way Acquisition Plan by June 2024
- Submittals to DWR
 - Submit final Preliminary Design Report due March 31, 2024
 - Documentation of Surveying, Geotechnical and Utility Research due January 1, 2024
- US Army Corps of Engineers Planning Assistance to States (PAS) Program
 - Staff is coordinating the project scope with USACE Staff
 - Next Steps:
 - Execute an agreement with Army Corps by January 2024
- Additional Funding Opportunities
 - Staff has applied for a federal grant from the Environmental Protection Agency as part of the Drinking Water System Infrastructure Resilience and Sustainability Program for additional funding for planning the Imported Water Project
 - Notice of grant awards will be provided in Spring 2024

Shallow Well Mitigation Program

- Current Applications
 - Byerly Well
 - Received application from Mr. Byerly for the Primary Program on 9/19/2023.
 - Requesting financial assistance due to reduced water levels.
 - Received Well Driller's Report and working on Staff Report
 - Halpin Well
 - Approved for \$6,000 for emergency assistance.
 - Received application from Mr. Halpin for the Primary Program on 9/29/2023.
 - Received Well Driller's Report and working on Staff Report

Impacted Shallow Wells	Evaluation Status
Stark Street	Application approved for partially funding. Completed
Heritage	Application Declined. Completed
Byerly	Staff Report in Progress. Staff have 45 days to draft staff report, Stetson internal review, and go through GA Staff Review. Following the GA Staff Review, Staff will provide draft staff report to applicant for review.
Halpin	Staff Report in Progress. Staff have 45 days to draft staff report, Stetson internal review, and go through GA Staff Review. Following the GA Staff Review, Staff will provide draft staff report to applicant for review.
Rademacher	Water Quality. Directed to the Shallow Well Mitigation Program and Capital Core. Kern County researching funding. Possible use of new DWR Consolidation Grant.

GSP 5 Year Update

- GSP Update tasks are currently underway.
- DWR provided a guidance document on October 30, 2023 addressing SGMA Annual Reports, Periodic DWR Evaluations of GSPs, and GSP Amendments. Staff is currently reviewing the guidance document.

2023 Annual Report

- Draft is currently in final internal review and will be released to the public by mid-December for review and comment.
- DWR provided a guidance document on October 30, 2023 addressing SGMA Annual Reports, Periodic DWR Evaluations of GSPs, and GSP Amendments. Staff is currently reviewing the guidance document.

AGENDA ITEM 15c – MISCELLANEOUS ITEMS

Data Collection and Monitoring

- November 2023 Processing fall 2023 bi-annual basin-wide groundwater level measurements, datalogger downloads, and water quality data.
- January 2024 Additional groundwater level monitoring and datalogger download for wet year conditions (DWR supplemental monitoring).
GWMP wellhead maintenance.

GSP Model Configuration Management Plan (CMP)

- Continued discussions with DRI and WRM regarding model updates
- Technical Modeling Group meeting on December 18, 2023

Subflow from Rose Valley to IWV

- Drilling anticipated in beginning of 2024.
- Continued processing of BLM permit for alternative RVS monitoring well site.
- Cultural Review for BLM perming of RVS-2 monitoring scheduled for 14 November

LADWP Emergency Releases

	<u>Total Volume</u>	<u>September 28 to October 9</u>
El Paso Subarea:	11,591 AF	0 AF
Main Basin:	1,001 AF	0 AF
Total Indian Wells Valley Basin:	12,592 AF	

Preparing summary memorandum on releases.

ACTION(S) REQUIRED BY THE BOARD

There are no actions required by the Board.

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BUDGET TO ACTUAL REPORT- November

		ACTUALS BY REVENUE ALLOCATION						(B)	(A-B)	(B/A)
		Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	\$	%
		Extraction	Augmentation	Shallow Well Mitigation	Prop. 1; Prop.68 SDAC	SGMA IP Grant	Navy/COSO Fund	ACTUAL	REMAINING	COMPLETED
(A)	BUDGET									
1	REVENUE									
2	Extraction Fee	1,319,924	1,192,552	-	-	-	-	1,192,552	127,372	90%
3	Transfer In/Loan from Augmentation Fund	367,814	-	-	-	-	-	-	367,814	0%
4	Transfer In/Loan from Grant Funds-Prop 1/Prop 68	204,636	-	-	-	-	-	-	204,636	0%
5	Augmentation Fee	3,912,060	-	2,605,015	-	-	-	2,605,015	1,307,045	67%
6	Transfer In/Loan Repayment from Extraction Fund	-	-	-	-	-	-	-	-	0%
7	Shallow Well Mitigation Fee	125,776	-	-	95,231	-	-	95,231	30,545	76%
8	Department of Water Resources (DWR) Grants-Prop 1/68	204,636	-	-	-	132,419	-	132,419	72,217	65%
9	Department of Water Resources (DWR) Grants -IP Grant	2,000,000	-	-	-	-	332,986	332,986	1,667,014	17%
10	Navy/COSO Royalty Fund	15,000	-	-	-	-	-	-	15,000	0%
11										0%
12	TOTAL REVENUES	8,149,846	1,192,552	2,605,015	95,231	132,419	332,986	4,358,203	3,791,643	53%
13	EXPENSES									
14	Administration									
15	Administration (RGS)	333,000	98,442	98,442	-	-	-	196,884	136,116	59%
16	Office Rent (City of Ridgecrest)	3,600	1,050	1,050	-	-	-	2,100	1,500	58%
17	Office Supplies	1,000	-	-	-	-	-	-	1,000	0%
18	Postage and Delivery	360	-	-	-	-	-	-	360	0%
19	External Audit	12,000	4,000	4,000	-	-	-	8,000	4,000	67%
20	Council Chambers/IT Services (City of Ridgecrest)	8,500	-	-	-	-	-	-	8,500	0%
21	General Counsel (Aleshire & Wynder/City of Ridgecrest)	200,000	2,785	-	-	-	-	2,785	197,215	1%
22	Insurance Premium	14,870	14,817	-	-	-	-	14,817	53	100%
23	Legal Notices (Daily Independent)	2,000	-	-	-	-	-	-	2,000	0%
24	Memberships (Cal. Assoc.Mutual Water Co)	100	100	-	-	-	-	100	-	100%
25	Website	300	312	-	-	-	-	312	(12)	104%
26	Printing and Reproduction	-	-	-	-	-	-	-	-	0%
27	Bank Service Charges	24	-	-	-	-	-	-	24	0%
28										
29	Non-Departmental									
30	Other Legal Services (RWG Law)	400,000	-	262,896	-	-	-	262,896	137,104	66%
31	Lobbying Services (Capitol Core)	174,000	-	150,969	-	-	-	150,969	23,031	87%
32	Other Professional Services (Garrison Brothers)	-	-	-	-	-	146,669	146,669	(146,669)	0%
33	Shallow Well Mitigation Emergency Assistance Program	50,000	-	-	-	-	-	-	50,000	0%
34	Repayment of Kern County Advance	-	-	-	-	-	-	-	-	0%
35	Repayment of City of Ridgecrest In-Kind Services	500,000	375,000	-	-	-	-	375,000	125,000	75%
36	Transfer Out/ Loan Repayment to Augmentation Fund	-	-	-	-	-	-	-	-	0%
37	Transfer Out/Loan to Extraction Fund	572,450	-	-	-	-	-	-	572,450	0%

BUDGET TO ACTUAL REPORT- November

		ACTUALS BY REVENUE ALLOCATION						(B)	(A-B)	(B/A)
		Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	\$	%
		Extraction	Augmentation	Shallow Well Mitigation	Prop. 1; Prop.68 SDAC	SGMA IP Grant	Navy/COSO Fund	ACTUAL	REMAINING	COMPLETED
(A)	BUDGET									
38										
39	Community & Engagement									
40	Design Services	25,000	-	-	-	-	-	-	25,000	0%
41	Printing and Reproduction	10,000	-	-	-	-	-	-	10,000	0%
42	Website Services	25,000	300	-	-	-	-	300	24,700	1%
43										
44	Basin Management Administration									
45	Production Reporting, Transient Pool, and Fee Support (Stetson)	5,000	36,165	-	-	-	-	36,165	(31,165)	723%
46	Meetings and Prep (Stetson)	140,000	107,823	-	-	-	-	107,823	32,177	77%
47	Budget Support (Stetson)	7,500	2,132	-	-	-	-	2,132	5,368	28%
48	Stakeholder Coordination (Stetson)	10,000	-	-	-	-	-	-	10,000	0%
49	Litigation Support (Stetson)	40,000	17,528	-	-	-	-	17,528	22,473	44%
50										
51	Basin Management									
52	General Engineering (Stetson)	50,000	8,066	-	-	-	-	8,066	41,934	16%
53	TSS: El Paso Well Drilling Support (Stetson)	-	-	-	-	-	-	-	-	0%
54	TSS: General Coordination/Application Support (Stetson)	15,000	1,901	-	-	-	-	1,901	13,099	13%
55	Coordination with DWR on GSP Review (Stetson)	-	-	-	-	-	-	-	-	0%
56	GSP 5-Year Update (Stetson)	50,000	77,293	-	-	-	-	77,293	(27,293)	155%
57	Annual Report Preparation (Stetson)	50,000	16,271	-	-	-	-	16,271	33,730	33%
58	Data Management System Support (Stetson)	30,000	22,260	-	-	-	-	22,260	7,740	74%
59	Allocation Plan: Allocation Process & Transient Pool Support (Stetson)	-	-	-	-	-	-	-	-	0%
60	Allocation Plan and Rules & Regs on Pumping/Restrictions (Stetson)	12,000	7,086	-	-	-	-	7,086	4,915	59%
61	Allocation Plan: Fallowing & Transient Pool Transfer Program (Stetson)	-	-	-	-	-	-	-	-	0%
62	Conservation Efforts (Stetson)	10,000	-	-	-	-	-	-	10,000	0%
63	General Project Management (Stetson)	30,000	26,676	-	-	-	-	26,676	3,324	89%
64	Model Transfer and Upgrade (Stetson)	200,000	81,102	-	-	-	-	81,102	118,898	41%
65	Navy/Coso Royalty Fund: Develop Projects & Secure Funding (Stetson)	25,000	23,414	-	-	-	-	23,414	1,586	94%
66	Navy/Coso Royalty Fund: Rose Valley MW Permitting, Bid, Drilling (Stetson)	15,000	-	-	-	-	44,512	44,512	(29,512)	297%
67	Navy/Coso Royalty Fund: Cooperative Agreement	-	-	-	-	-	12,995	12,995	(12,995)	0%
68	Data Collection, Monitoring, and Data Gaps (Stetson)	145,000	96,804	-	-	-	-	96,804	48,196	67%
69	Imported Water: Negotiations and Coordination(Stetson)	20,000	-	19,594	-	-	-	19,594	406	98%
70	Imported Water: Engineering and Analysis(Stetson)	-	-	-	-	-	-	-	-	0%
71	Recycled Water (Stetson)	150,000	-	54,899	-	-	-	54,899	95,101	37%
72	LADWP Release Coordination and Meetings	-	39,237	-	-	-	-	39,237	(39,237)	0%
73	CA State Lands Commission	-	140	-	-	-	-	140	(140)	0%
74										

BUDGET TO ACTUAL REPORT- November

		ACTUALS BY REVENUE ALLOCATION						(B)	(A-B)	(B/A)	
		Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	\$	%	
(A)		Extraction	Augmentation	Shallow Well Mitigation	Prop. 1; Prop.68 SDAC	SGMA IP Grant	Navy/COSO Fund	ACTUAL	REMAINING	COMPLETED	
BUDGET											
75	EXPENSES (Cont'd)										
76	Basin Management (cont'd)										
77	Shallow Well Mitigation Program: Plan Development (Stetson)	-	-	-	-	-	-	-	-	0%	
78	Shallow Well Mitigation Program: Outreach and Impacts Eval.(Stetson)	20,000	-	21,049	-	-	-	21,049	(1,049)	105%	
79	Shallow Well Consolidation	-	-	3,859	-	-	-	3,859	(3,859)	0%	
80	Brackish Water Group: Data Review and Coordination(Stetson)	-	17,565	-	-	-	-	17,565	(17,565)	0%	
81	Review of Outside Studies and Coordination (Stetson)	30,000	-	-	-	-	-	-	30,000	0%	
82	Well Monitoring Services (WellIntel Inc.)	2,100	1,559	-	-	-	-	1,559	541	74%	
83	Weather Station Maintenance(Stetson)	-	-	-	-	-	-	-	-	0%	
84											
85	Grant Management										
86	Prop 1 / Prop 68 Grant Administration (Stetson)	5,000	8,019	-	-	-	-	8,019	(3,019)	160%	
87	Prop 1 SDAC Support	-	-	-	-	-	-	-	-	0%	
88	Grant Review and Application Preparation (Stetson)	75,000	20,033	-	-	-	-	20,033	54,967	27%	
89	IP Grant Administration (Stetson)	70,000	-	-	-	23,478	-	23,478	46,523	34%	
90	Planning/Design/Environmental (Stetson)	175,000	-	-	-	111,466	-	111,466	63,534	64%	
91	Engagement/Outreach (Stetson)	25,000	-	-	-	7,080	-	7,080	17,920	28%	
92	Planning/Design/Environmental -Other										
93	Imported Water Pipeline (Transystems)	-	-	-	-	74,165	-	74,165	(74,165)	0%	
94	Bureau of Land Management	-	-	-	-	50,000	-	50,000	(50,000)	0%	
95	City of California City	-	-	-	-	30,000	-	30,000	(30,000)	0%	
96	County of Kern -ROW Access	-	-	-	-	1,200	-	1,200	(1,200)	0%	
97	Union Pacific Railroad	-	-	-	-	755	-	755	(755)	0%	
98	SC Edison -Advance Payment	-	-	-	-	7,500	-	7,500	(7,500)	0%	
99	Engagement /Outreach-Other Professional Services (Provost & Pritchard)	1,730,000	-	-	-	2,100,441	-	2,100,441	(370,441)	121%	
100	TOTAL EXPENSES	5,468,804	1,107,877	591,850	24,907	-	2,406,084	204,176	4,334,894	1,133,910	79%
101											
102	Surplus (Deficit)	2,681,042	84,675	2,013,166	70,324	132,419	(2,073,099)	(204,176)	23,309		

This Budget to Actual Report has been revised to only include revenue and expense for FY2023 only. Billing and receipt of reimbursement grant program revenue may cross over fiscal years with revenue received for prior year programs. Separate reconciliation will be completed for grant programs.

MONTH TO DATE REVENUES & EXPENDITURES EXCLUDING TRANSFERS

	Revenue	Transfer In*	Transfer Out*	Expenses	Surplus (Deficit)
Extraction Fund	1,192,552	-	-	1,107,877	84,675
Augmentation Fund	2,605,015	-	-	591,850	2,013,166
Shallow Well Mitigation Fund	95,231	-	-	24,907	70,324
Department of Water Resources (DWR) Grants-Prop 1/68	132,419	-	-	-	132,419
Department of Water Resources (DWR) Grants -IP Grant	332,986	-	-	2,406,084	(2,073,099)
Navy/COSO Royalty Fund	-	-	-	204,176	(204,176)
Total	<u>4,358,203</u>	<u>-</u>	<u>-</u>	<u>4,334,894</u>	<u>23,309</u>

* The Extraction Fund Budget will be balanced through a loan from the Augmentation Fund.

CASH BALANCE

November 2023 Activity

Cash Receipts (Receipts over \$50,000 and all grants are detailed)

IWVWD Augmentation/Extraction/SWM-October	\$	-
IWVWD Augmentation/Extraction/SWM-November		-
DWR Grant-Implementation Grant Inv 7		11,428.84
All Other Cash Receipts -November		86,145.39
Total Cash Receipts	\$	<u>97,574.23</u>

Cash Disbursements (Obligation payments are detailed)

Warrants		-
Total Cash Disbursements	\$	<u>-</u>

Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

October Cash Balance By Investment

Kern County Treasurer	\$	4,855,395.30
AltaOne Credit Union		534,828.02
Total End of Month Cash Balance	\$	5,390,223.32

November Activity

Cash Receipts	\$	97,574.23
Cash Disbursements	\$	-
Kern County -Adj		5,299.50
Total End of Month Activity	\$	102,873.73

November Ending Cash Balance	\$	5,493,097.05
Less: Outstanding Warrants -Oct		(563,844.08)
Less: Outstanding Warrants -Nov		(572,144.42)

Total Available Cash By Activity	\$	<u>4,357,108.55</u>
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November Cash Balance by Investment

Kern County Treasurer	\$	5,493,097.05
AltaOne - In Transit to Kern County		-
Total End of Month Balance	\$	5,493,097.05
Less: Outstanding Warrants		(1,135,988.50)
Total Available Cash by Investment	\$	<u>4,357,108.55</u>

Cash Receipts are deposited in AltaOne Credit Union and sent electronically to Kern County Treasurer. Cash in Transit at month end will be reflected in the Kern County Treasurer balance. Warrants are approved by IWVGA Board and administratively processed by IWVGA staff. Warrants are executed by Kern County staff. Outstanding Warrants are vendor invoices received and not yet paid. Outstanding Obligations are detailed in a separate attached report.

OUTSTANDING OBLIGATIONS

	Kern County	City of Ridgecrest	Augmentation Fund	Total
Advance Agreements				
Advance of Funds	500,000	-	-	500,000
Advance Repayment	(500,000)	-	-	(500,000)
In-Kind Services ¹				
Attorney Srvcs./IT/Chambers -FY23-YE Estimate	-	287,300	-	287,300
Attorney Srvcs./IT/Chambers -FY22	-	241,204	-	241,204
Attorney Srvcs./IT/Chambers -FY 21	-	325,235	-	325,235
Attorney Srvcs./IT/Chambers -FY's16-20	-	366,982	-	366,982
Current Year Repayment	-	(500,000)	-	(500,000)
Inter-Fund Loans				
2023 Loan to Extraction Fund-Estimated ²	-	-	432,061	432,061
Repayment of Adv. Of Funds ³	-	-	642,200	642,200
Postponed Invoice Payments				
None	-	-	-	-
Total	-	720,721	1,074,261	1,794,982

¹ City of Ridgecrest In-Kind Services includes services associated with Extraction and Augmentation expenses.

² Estimated

³ IWVWD used restricted Augmentation Revenue to repay the Advance Agreement of \$500,000

Repayment of the IWVWD Advance requires a transfer from the Extraction Fund to the Augmentation Fund.

³ Kern Cnty Repymnt was \$500k but it is estimated only \$142,200 will be loaned from the Augmentation Fund

ADOPTED 2023 OBLIGATION REPAYMENTS

	Kern County	City of Ridgecrest	Augmentation Fund	Total
Advance Agreements				
Advance of Funds-Est. Repayment 12/31/2022	-	-	-	-
In-Kind Services				
Attorney Services/IT/Council Chambers	-	500,000	-	500,000
Financing				
Water Purchase related Financing- TBD	-	-	-	-
	-	500,000	-	500,000

Upon repayment of Obligations, an inter-fund loan will be created between the Extraction Fund and Augmentation Fund for amount not funded by the Extraction Fund.

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

From: Jeff Simonetti, SVP Capitol Core Group

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

Date: December 13, 2023

Subject: Project Update Memorandum – November 2023 Activities

The following will provide activities and updates for the month of November 2023.

Task 1: Imported Water Supplies

Subtask B:

Capitol Core met with the Antelope Valley – East Kern Water Agency to discuss the interconnection projects and next steps. We also coordinated with Provost & Pritchard to discuss further needs and next steps for the project.

Subtask D:

Capitol Core continued discussions with potential water suppliers regarding imported water supplies. We also had further discussions with our proposed transfer partners and conducted meetings in coordination with IWVGA's engineering consultants on these matters. We received direction from the Board to continue discussions.

Task 2: Interconnection Pipeline Project

Updated Report – *Water Resources Development Act of 2024*

Capitol Core submitted an application/request to the Office of Senator Dianne Feinstein and the Office of Senator Alex Padilla. In December, Capitol Core plans to continue further discussions with these offices regarding our request and determine what is needed to forward these requests in 2024. The requests remain pending and will have the potential for further consideration in 2024.

Task 3: Water Recycling Plant

Action Item/Updated Report – USBR Title XVI Feasibility Study

This item was addressed in detail at the October Board meeting.

Task 4: Wastewater Treatment Plant

Federal Defense Community Infrastructure Program (DCIP): As a result of the lack of a House Speaker for a large portion of October, the Congress has not yet passed the National Defense Authorization Act nor the related spending bills that would appropriate monies to the Defense Community Infrastructure Program. Nonetheless, the Office of Local Defense Community Cooperation (OLDCC) is still suggesting that communities with an interest in making an application in 2024 begin to put together application materials in anticipation of a hopeful appropriation of funding for the program in 2024. As of the submission of this report, neither the NDAA nor the associated appropriations bills have been approved.

Task 5: Other Projects Supporting the GSP

STATE LEGISLATIVE UPDATES:

Capitol Core began discussions in November to determine legislative priorities at the State level for 2023. The State of California adjusted their budget projections and now assume a \$68 billion budget deficit for the current fiscal year. This may have an impact on the appropriations cycle in Sacramento next year.

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