

# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

## BOARD OF DIRECTORS AGENDA

Wednesday, December 10, 2025

**Closed Session – 10:00 a.m.**

**Open Session no earlier than 10:30 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 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 a 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: Renewable Resources Group; Under Negotiation: Price and terms of payment.

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS  
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Westside Agriculture LLC; 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: Mojave Pistachios, LLC v Indian Wells Valley Water District, et al. Orange County Superior Court Case No. 30-2021-01187275-CU-OR-CJ

**5. CALL TO ORDER – No earlier than 10:30 a.m.**

- a. Report on closed session
  - i. Report on action taken at October 8, 2025 regular board meeting (pursuant to Government code (§ 54957.1(a)(3)(b))
- 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 12, 2025
- b. 2026 Regular Board Meeting Dates
- c. Approve Expenditures  
*\*To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>.*
  - i. \$94,619.88 – Stetson Engineers
  - ii. \$33,685.80 – Regional Government Services – (Replenishment / Extraction)
  - iii. \$14,605.32 – Provost & Pritchard – (SGMA IP)
  - iv. \$13,270.00 – Westbound Communication – (Extraction)
  - v. \$13,006.25 – Capitol Core Group – (Replenishment)
  - vi. \$11,550.00 – Blue Mountain Development – (SGMA IP)
  - vii. \$825.00 – Transystems (SGMA IP)

**9. BOARD REVIEW AND APPROVAL OF RESOLUTION 02-25 REGARDING 2026 BOARD ROTATION**

**10. BOARD REVIEW AND APPROVAL OF RESOLUTION 03-25 ESTABLISHING POLICY FOR REMOTE TELECONFERENCING APPEARANCES**

**11. BOARD REVIEW AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES**

**12. BOARD REVIEW AND APPROVAL OF 2026 LEGISLATIVE PRIORITIES, 2026 CAPITOL CORE GROUP WORKPLAN AND CONTRACT AMENDMENT**

**13. BOARD REVIEW AND APPROVAL OF AGREEMENT WITH WESTBOUND COMMUNICATIONS, INC FOR PUBLIC OUTREACH SERVICES**

**14. PROVOST & PRITCHARD CHANGE ORDERS FOR THE IMPORTED WATER PIPELINE**

- a. Change Order under Contract for Design Services
- b. Change Order under Contract for CEQA/NEPA Documents and Permit Documentation Services

**15. BOARD REVIEW AND APPROVAL OF AGREEMENT WITH PROVOST & PRITCHARD FOR DESIGN SERVICES**

**16. BOARD REVIEW AND APPROVAL OF AGREEMENT WITH PROVOST & PRITCHARD FOR CEQA/NEPA DOCUMENTATION SERVICES**

**17. WATER RESOURCES MANAGER REPORT**

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

**18. GENERAL MANAGER'S REPORT**

- a. Multi-year Financial Overview
- b. Outreach Update
- c. Report on IWVGA's Water Marketer (Capitol Core Group)

**19. DATE OF NEXT MEETING – JANUARY 14, 2026**

**20. 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.

- **Submit written comments:**

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

- **Large Groups:**

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

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# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

## BOARD OF DIRECTORS MEETING NOVEMBER 12, 2025

**IWVGA Members Present:**

Chairman Phillip Peters, Kern County	Carol Thomas-Keefer, IWVGA General Manager
Kyle Blades, City of Ridgecrest	Keith Lemieux, Legal Counsel
Tim Itnyre, San Bernardino County	Steve Johnson, Stetson Engineers
John Vallejo, Inyo County	April Keigwin, Clerk of the Board
David Saint-Amand, Indian Wells Valley Water District	

Attending via teleconference is John Vallejo, Tim Itnyre, and Steve Johnson.

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

**1. CALL TO ORDER:**

Chairman Hayman calls the meeting to order at 10:14 a.m.

**2. ADOPTION OF AGENDA:**

Motion made by Kyle Blades and seconded by John Vallejo to approve adoption of the agenda. Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Blades	Aye
Director Saint-Amand	Aye
Director Itnyre	Aye
Director Vallejo	Aye

**3. PUBLIC COMMENT ON CLOSED SESSION:**

None.

Chairman Hayman calls the meeting into Closed Session at 10:15 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: Renewable Resources Group; Under Negotiation: Price and terms of payment.
- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS  
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Silvertip; Under Negotiation: Price and terms of payment.
- CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

(Government Code Section 54956.9(d)(1) - Name of case: Mojave Pistachios, LLC v Indian Wells Valley Water District, et al. Orange County Superior Court Case No. 30-2021-01187275-CU-OR-CJ

Closed Session adjourns at 10:49 a.m.

**5. OPEN SESSION – no earlier than 10:30 a.m.**

Meeting reconvenes into Open Session at 10:52 a.m.

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

Chairman Peters	Present
Vice Chair Blades	Present
Director Saint-Amand	Present
Director Itnyre	Present
Director Vallejo	Present

**6. PUBLIC COMMENT:**

The board hears public comment from Judie Decker.

**7. BOARD MEMBER COMMENTS:**

David Saint-Amand requests Director Vallejo and Director Itnyre have cameras on during the meetings.

**8. CONSENT AGENDA:**

- a. Approve Minutes of Board Meeting October 8, 2025
- b. Approve Expenditures

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

- i. \$88,083.99 – Stetson Engineers
- ii. \$52,526.78 – Provost & Pritchard – (SGMA IP)
- iii. \$35,939.13 – Regional Government Services – (Replenishment / Extraction)
- iv. \$15,781.25 – Capitol Core Group – (Replenishment)
- v. \$8,458.00 – Westbound Communication – (Extraction)
- vi. \$5,087.50 – Blue Mountain Development – (SGMA IP)
- vii. \$415.00 – Transystems (SGMA IP)

Motion made by Kyle Blades and seconded by John Vallejo to approve Minutes of Board Meeting October 8, 2025, and the following expenditures in the amount of, \$88,083.99 to Stetson Engineers, \$52,526.78 to Provost& Pritchard, \$35,939.13 to Regional Government Services, \$15,781.25 to Capitol Core Group, \$8,458.00 to Westbound Communications. \$5,087.50 to Blue Mountain Development and \$415.00 to Transystems

Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Blades	Aye
Director Saint-Amand	Abstain
Director Itnyre	Aye
Director Vallejo	Aye

**9. REIMBURSEMENT AGREEMENT WITH CITY OF RIDGECREST:**

Carol Thomas-Keefer presents staff report and agreement.

The Board hears public comment from Renee Westa-Lusk.

Motion made by John Vallejo and seconded by Phillip Peters to approve reimbursement agreement with City of Ridgecrest.

Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Blades	Aye
Director Saint-Amand	Abstain
Director Itnyre	Aye
Director Vallejo	Aye

**10. AMENDMENT TO AGREEMENT WITH CAPITOL CORE GROUP:**

Carol Thomas-Keefer provides staff report.

The Board hears public comments from Renee Westa-Lusk.

Motion made by Kyle Blades and seconded by Phillip Peters to approve amendment to agreement with Capitol Core Group increasing the original not to exceed by \$20,000.00

Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Blades	Aye
Director Saint-Amand	Abstain
Director Itnyre	Aye
Director Vallejo	Aye

**11. APPROVAL OF FISCAL YEAR 2027 CONGRESSIONALLY DIRECTED SPENDING REQUEST: WATER REPLENISHMENT PIPELINE:**

Michael McKinney presents staff report and spending request.

Motion made by Kyle Blades and seconded by John Vallejo to approve fiscal year 2027 spending request.

Motion carries by the following roll call vote:

Chairman Peters	Aye
Vice Chair Blades	Aye
Director Saint-Amand	Nay
Director Itnyre	Aye
Director Vallejo	Aye

**12. BLUE MOUNTAIN DEVELOPMENT PROJECT MANAGEMENT PROGRESS UPDATE:**

Omar Dandashi of Blue Mountain Development provides progress update.

**13. PROVOST & PRITCHARD CHANGE ORDERS FOR THE IMPORTED PIPELINE PROJECT:**

- a. Change Order under Contract for Design Services
- b. Change Order under Contract for CEQA/NEPA Documents and Permit Documentation Services

Motion made by Phillip Peters and seconded by Kyle Blades to table this item and bring it back at the December 10, 2025 regular board meeting.

Motion carries by the following vote:

Chairman Peters	Aye
Vice Chair Blades	Aye
Director Saint-Amand	Aye
Director Itnyre	Aye
Director Vallejo	Aye

**14. FOLLOWING PROGRAM UPDATE:**

Bianca Cabrera provides program updates.

The Board hears public comment from Judie Decker, Joshua Nugent, Renee Westa-Lusk and Don Decker.

Motion made by Kyle Blades and seconded by David Saint-Amand to authorize staff to begin looking into potential fallowing projects and funding.

Motion carries by the following vote:

Chairman Peters	Aye
Vice Chair Blades	Aye
Director Saint-Amand	Aye
Director Itnyre	Aye
Director Vallejo	Aye

**15. WATER RESOURCES MANAGER REPORT:**

Jeff Helsley provides updates on the following items:

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

The Board hears public comment from Judie Decker.

**16. GENERAL MANAGER REPORT:**

Carol Thomas-Keefer presents monthly financial report and updates on public outreach. Michael McKinney of Capitol Core Group provides legislative update.

**17. DATE OF NEXT MEETING – JANUARY 14, 2026**

**18. ADJOURN:**

Chairman Hayman adjourns the meeting at 12:31 p.m. on November 12, 2025.

Respectfully submitted,

April Keigwin  
Clerk of the Board  
Indian Wells Valley Groundwater Authority

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# 2026 IWVGA Board 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
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

March						
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				

April						
S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
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						

June						
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				

July						
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	

August						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
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			

October						
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	30	31

November						
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					

December						
S	M	T	W	T	F	S
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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		

\*Meeting start time 10:00 a.m.

\*November 11th is Veterans Day - a special meeting will be scheduled in its place at a later date.

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**Stetson Engineers**

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

Invoice number 2652-99  
 Date 12/02/2025

Project **2652 Indian Wells Valley Groundwater Authority**

Professional services through 10/31/2025

**2652-2025 Water Resources Management 2025**

**2652-2025:01 Meetings & Prep**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	13.50	244.00	3,294.00
<b>Supervisor I</b>	12.75	212.00	2,703.00
<b>Senior I</b>	0.50	170.00	85.00
<b>Associate II</b>	54.75	119.00	6,515.25
<b>Associate III</b>	2.50	114.00	285.00
<b>Assistant I</b>	1.00	101.00	101.00
Phase subtotal			12,983.25

**2652-2025:02.01 SGMA IP Grant Administration**

Professional Fees

	Hours	Rate	Billed Amount
<b>Assistant I</b>	6.00	101.00	606.00

**2652-2025:02.02 Urban Community Drought Relief Funding Administration**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	1.50	244.00	366.00
<b>Senior I</b>	0.50	170.00	85.00
Phase subtotal			451.00

**2652-2025:02.03 EPA Resiliency Grant Administration**

Professional Fees

	Hours	Rate	Billed Amount
<b>Associate II</b>	49.75	119.00	5,920.25

**2652-2025:03 Grant Review & Application Preparation**

Professional Fees

	Hours	Rate	Billed Amount
<b>Supervisor I</b>	1.75	212.00	371.00
<b>Assistant I</b>	13.00	101.00	1,313.00
Phase subtotal			1,684.00



**STETSON**  
ENGINEERS INC.

Indian Wells Valley Groundwater Authority  
 Project 2652 Indian Wells Valley Groundwater Authority

Invoice number 2652-99  
 Date 12/02/2025

**2652-2025 Water Resources Management 2025**

**2652-2025:04 Data Mgmt System Support**

Professional Fees

	Hours	Rate	Billed Amount
<b>Supervisor II</b>	39.50	197.00	7,781.50
<b>Senior III</b>	2.25	138.00	310.50
Phase subtotal			8,092.00

**2652-2025:05 General Project Mgmt**

Professional Fees

	Hours	Rate	Billed Amount
<b>Supervisor I</b>	4.50	212.00	954.00
<b>Supervisor II</b>	16.00	197.00	3,152.00
<b>Senior III</b>	1.00	138.00	138.00
Phase subtotal			4,244.00

**2652-2025:07.03 Resiliency Grant: Design**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	3.50	244.00	854.00
<b>Supervisor I</b>	13.00	212.00	2,756.00
<b>Associate II</b>	33.50	119.00	3,986.50
Phase subtotal			7,596.50

**2652-2025:07.04 Resiliency Grant: Environmental**

Professional Fees

	Hours	Rate	Billed Amount
<b>Supervisor I</b>	1.75	212.00	371.00
<b>Associate II</b>	2.50	119.00	297.50
Phase subtotal			668.50

**2652-2025:07.05 Resiliency Grant: Right of Way**

Professional Fees

	Hours	Rate	Billed Amount
<b>Associate II</b>	0.50	119.00	59.50

**2652-2025:08 Imported Water: Negotiations & Coordination**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	5.00	244.00	1,220.00
<b>Supervisor I</b>	7.00	212.00	1,484.00
<b>Associate II</b>	1.50	119.00	178.50
Phase subtotal			2,882.50



**STETSON**  
ENGINEERS INC.

Indian Wells Valley Groundwater Authority  
 Project 2652 Indian Wells Valley Groundwater Authority

Invoice number 2652-99  
 Date 12/02/2025

**2652-2025 Water Resources Management 2025**

**2652-2025:11 Data Collection, Monitoring & Data Gaps**

Professional Fees

**Senior Associate**

Hours	Rate	Billed Amount
32.25	132.00	4,257.00

Reimbursables

Laboratory/Testing

Units	Rate	Billed Amount
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Clinical Laboratory of San Bernardino, In 2,020.00

Mileage

Stephan Bork 19.00 0.70 13.30

Overnight Mail

Stephan Bork 32.48

Storage Fee

Non Vendor Reimbursables 105.60

Phase subtotal 6,428.38

**2652-2025:12 Shallow Well Consolidation Project**

Professional Fees

**Supervisor I**

Hours	Rate	Billed Amount
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0.25 212.00 53.00

**Associate II**

1.75 119.00 208.25

Phase subtotal 261.25

**2652-2025:14 Production Reporting, Transient Pool & Fee Support**

Professional Fees

**Assistant I**

Hours	Rate	Billed Amount
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39.50 101.00 3,989.50

**2652-2025:18 Navy/Coso Royalty Fund: FY21 Rose Valley MW Permitting, Bid Doc Support & Drilli**

Professional Fees

**Senior Associate**

Hours	Rate	Billed Amount
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0.50 132.00 66.00

**2652-2025:21 General Engineering**

Professional Fees

**Principal**

Hours	Rate	Billed Amount
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1.50 244.00 366.00

**Supervisor I**

4.75 212.00 1,007.00

**Supervisor II**

13.00 197.00 2,561.00

**Associate II**

0.50 119.00 59.50

Phase subtotal 3,993.50



**STETSON**  
ENGINEERS INC.

Indian Wells Valley Groundwater Authority

Project **2652 Indian Wells Valley Groundwater Authority**

Invoice number 2652-99

Date 12/02/2025

**2652-2025 Water Resources Management 2025**

**2652-2025:23 Annual Report Preparation**

Professional Fees

	Hours	Rate	Billed Amount
<b>Supervisor II</b>	42.00	197.00	8,274.00
<b>GIS Manager</b>	4.50	126.00	567.00
Phase subtotal			8,841.00

**2652-2025:26 Budget Support**

Professional Fees

	Hours	Rate	Billed Amount
<b>Senior I</b>	2.25	170.00	382.50
<b>Associate II</b>	28.00	119.00	3,332.00
Phase subtotal			3,714.50

**2652-2025:27 Litigation Support**

Professional Fees

	Hours	Rate	Billed Amount
<b>Principal</b>	9.00	244.00	2,196.00
<b>Special Project Director</b>	16.50	244.00	4,026.00
<b>Supervisor I</b>	0.25	212.00	53.00
<b>Supervisor II</b>	62.50	197.00	12,312.50
<b>Associate II</b>	14.75	119.00	1,755.25
<b>GIS Manager</b>	14.25	126.00	1,795.50
Phase subtotal			22,138.25
Water Resources Management 2025 subtotal			94,619.88

Invoice total **94,619.88**

*Thank you for your business!*

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**INVOICE**

Regional Government Services  
PO Box 1350  
Carmel Valley, CA 93924  
AR@rgs.ca.gov  
(650) 587-7300 x2



Indian Wells Valley Groundwater Authority  
April Keigwin  
akeigwin@rgs.ca.gov

August 31, 2025  
Invoice No: 20315  
**Total This Invoice \$600.00**

Project 04014.C210200000-40 Indian Wells Valley GA -Professional Employer Services  
**Professional Services from August 01, 2025 to August 31, 2025**

Phase IWVGA General Administration

**Additional Fees**

Technology Fee	600.00	
<b>Total Additional Fees</b>	<b>600.00</b>	<b>600.00</b>
<b>Total this Phase</b>		<b>\$600.00</b>
<b>Total this Invoice</b>		<b><u>\$600.00</u></b>

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**INVOICE**

Regional Government Services  
PO Box 1350  
Carmel Valley, CA 93924  
AR@rgs.ca.gov  
(650) 587-7300 x2



Indian Wells Valley Groundwater Authority  
April Keigwin  
akeigwin@rgs.ca.gov

October 31, 2025  
Invoice No: 20433  
**Total This Invoice \$33,085.80**

Project 04014.C210200000-40 Indian Wells Valley GA -Professional Employer Services  
**Professional Services from October 01, 2025 to October 31, 2025**

Phase IWVGA General Administration  
**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
PES Agency Chief Executive	33.00	150.00	4,950.00	
Senior Advisor	.60	150.00	90.00	
Technical Specialist	132.50	116.00	15,370.00	
Totals	166.10		20,410.00	
<b>Total Labor</b>				<b>20,410.00</b>

**Additional Fees**

Technology Fee			600.00	
<b>Total Additional Fees</b>			<b>600.00</b>	<b>600.00</b>
<b>Total this Phase</b>				<b>\$21,010.00</b>

Phase IWVGA Finance  
**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Advisor	14.70	150.00	2,205.00	
Senior Finance Manager	42.50	140.00	5,950.00	
Technical Specialist	30.80	116.00	3,572.80	
Totals	88.00		11,727.80	
<b>Total Labor</b>				<b>11,727.80</b>
<b>Total this Phase</b>				<b>\$11,727.80</b>

Phase IWVGA Website  
**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Technical Specialist	3.00	116.00	348.00	
Totals	3.00		348.00	
<b>Total Labor</b>				<b>348.00</b>
<b>Total this Phase</b>				<b>\$348.00</b>
<b>Total this Invoice</b>				<b><u><u>\$33,085.80</u></u></b>

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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 16, 2025  
Project No: 04101-23-002  
Invoice No: 125361

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

**Client Project #:**  
**Professional Services from October 01, 2025 to October 31, 2025**

Phase: 271P BLM Special Use Permit

**Labor**

	Hours	Rate	Amount	
Travel Time	3.00	80.00	240.00	
Senior Engineer	16.70	195.00	3,256.50	
Associate Engineer	29.10	140.00	4,074.00	
Assistant Specialist	36.00	90.00	3,240.00	
Senior Technician	16.00	150.00	2,400.00	
Totals	100.80		13,210.50	
<b>Total Labor</b>				<b>13,210.50</b>

**Reimbursable Expenses**

Travel & Mileage			373.52	
<b>Total Reimbursables</b>			<b>373.52</b>	<b>373.52</b>

**Total this Phase: \$13,584.02**

Phase: 274P Kern County Roads Franchise Agreement/Encroachment Permit

**Labor**

	Hours	Rate	Amount	
Senior Engineer	2.50	178.00	445.00	
Senior Engineer	1.00	195.00	195.00	
Totals	3.50		640.00	
<b>Total Labor</b>				<b>640.00</b>

**Total this Phase: \$640.00**

Phase: 276P Coordination with Cal Parks

**Labor**

	Hours	Rate	Amount	
Senior Engineer	1.80	195.00	351.00	
Project Administrator	.30	101.00	30.30	
Totals	2.10		381.30	
<b>Total Labor</b>				<b>381.30</b>

**Total this Phase: \$381.30**

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

Project	04101-23-002	IWVGA Imported Water Conveyance Design	Invoice	125361
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		14,605.32	5,030,497.41	5,045,102.73
Budget				5,862,730.38
Budget Remaining				817,627.65
			<b>Total this Invoice</b>	<b><u><u>\$14,605.32</u></u></b>

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**Westbound Communications, Inc.**  
3649 Mission Inn Ave., First Floor Rotunda  
Riverside, CA 92501 US  
951-462-1106  
tmoran@westboundcommunications.com  
www.westboundcommunications.com



**BILL TO**

Carol Thomas-Keefer  
Indian Wells Valley Groundwater  
Authority  
100 W California Ave  
Ridgecrest, CA 93555

**INVOICE 5937**

**DATE 11/21/2025 TERMS Net 30**

**DUE DATE 12/21/2025**

**P.O. NUMBER**

October 2025

DESCRIPTION	QTY	RATE	AMOUNT
Professional fees for public relations counsel and services in support of Indian Wells Valley Groundwater Authority. Period of Service: October 2025	55.25	240.00	13,260.00
			Subtotal: 13,260.00
Reimbursable expenses for the billing period:			
100825 Maven's Notebook target media outlet monthly subscription			10.00
<b>TOTAL DUE</b>			<b>\$13,270.00</b>

We appreciate your business and look forward to helping you again soon.

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**Capitol Core Group**  
 205 Cartwheel Bend (Operations Dept.)  
 Austin, TX 78738 US  
 +15125683084  
 operations@capitolcore.com  
 www.capitolcore.com

**BILL TO**

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

**INVOICE 2025-102**

**DATE** 12/05/2025 **TERMS** Net 45

**DUE DATE** 01/19/2026

**VENDOR ID**  
195593

**INVOICE PERIOD**  
November 2025

DATE	ACCOUNT SUMMARY	AMOUNT
11/04/2025	Balance Forward	15,781.25
	Other payments and credits after 11/04/2025 through 12/04/2025	0.00
12/05/2025	Other invoices from this date	0.00
	New charges (details below)	13,006.25
	<b>Total Amount Due</b>	<b>28,787.50</b>

ACTIVITY	HOURS	RATE	AMOUNT
<b>Charges</b>			
Project 1: Imported Water Supplies			
P1-A: Ongoing Negotiations			
<b>Government Relations: Intergovernmental Affairs</b>	10	275.00	2,750.00
A: Negotiations with two existing sellers {Tatum}			
<b>Government Relations: Federal</b>	4.75	250.00	1,187.50
A: Water Supplies Negotiations with Sellers {Simonetti}			
<b>Government Relations: Intergovernmental Affairs</b>	1.50	250.00	375.00
A: Term Sheet Revisions {Simonetti}			
P1-B: Regulatory Approvals			
P1-C: Other Required Approvals			
<b>General Business Items: Project Administration</b>	1.25	250.00	312.50
C: Stetson Meeting re: Water Supplies and Pipeline Project {Simonetti}			
P1-D: 2026 Water Year			
Invoice Total Project 1: \$1,875.00 (7.5 hours)			
Project 2: Water Replenishment Pipeline			
P2-A: 119th Congressional Session			
<b>Government Relations: Federal</b>	3	275.00	825.00
A: Congressional: FY2027 E&WD Funding {McKinney}			
<b>Government Relations: Federal</b>	3	250.00	750.00
A: E&WD FY2027 Appropriations Request {Peterson}			

ACTIVITY	HOURS	RATE	AMOUNT
P2-B: Environmental Mitigation Credits			
P2-C: Regulatory Support			
<b>Government Relations:Federal</b> C: USACE and Federal Regulatory issues on Pipeline {McKinney}	1.25	275.00	343.75
<b>Government Relations:California</b> C: SGMA-IP Grant Extension and internal calls {McKinney}	3	275.00	825.00
P2-D: USACE Transition			
Project 2 Invoice Total \$2,818.75 (10.25 hours)			
Project 3: Other Projects Supporting GSP			
P3-A: Well Mitigation and System Consolidations			
P3-B: Land Repurposing			
<b>Government Relations:California</b> C: Land Repurposing Memo and Funding Review, internal calls {McKinney}	2	275.00	550.00
<b>Government Relations:California</b> B: Land Repurposing Funding Program Review {Simonetti}	1	250.00	250.00
P3-C: Water Recycling			
P3-D: Groundwater Adjudication Legislation			
<b>Government Relations:California</b> D: Legislative meeting preparation {Simonetti}	0.75	250.00	187.50
<b>Government Relations:California</b> D: Senate Legislative Meetings AB 1413 {Peterson}	6	250.00	1,500.00
P3-E: General Governmental Affairs			
<b>Government Relations:Federal</b> E: Congressional: Federal Reserve Water Rights Issue {McKinney}	1.50	275.00	412.50
<b>Government Relations:California</b> E: General Governmental Affairs and 2026 Preparations	2	250.00	500.00
Project 3 Invoice Total \$3,400.00 (13.25 hours)			
Project Administration			
PA-A: Monthly Board Meetings			
<b>General Business Items:Project Administration</b> A: November Meeting {McKinney}	2	275.00	550.00
<b>General Business Items:Project Administration</b> A: November Board Meeting {Tatum}	2.50	275.00	687.50
<b>General Business Items:Project Administration</b> A: November Meeting {Simonetti}	4	250.00	1,000.00
PA-B: Milestone Reports			
PA-C: Ad Hoc Reports			
Invoice Total Project Administration \$2,237.50 (8. hours)			
*****			
Federal Reporting for Invoice \$2,331.25			
State Reporting for Invoice \$3,312.50			
*****			
On behalf of the entire Capitol Core Group Team, thank you so	SUBTOTAL		13,006.25

much for being our client.

TAX	0.00
TOTAL	13,006.25
TOTAL OF NEW CHARGES	13,006.25
<b>TOTAL DUE</b>	<b>\$28,787.50</b>

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# INVOICE

2423 Sebald Ave  
 Redondo Beach, CA 90278  
 Phone 310.993.9555

**DATE:** November 30, 2025  
**INVOICE #** IWVGA 02  
**FOR:** Imported Water Project

CLSB 982332 - A & B

**Bill To:**  
**IWVGA**  
 100 W. California Avenue  
 Ridgecrest, California 93555

**Attn: Carol Thomas-Keefer, Agency Executive**

DESCRIPTION	DURATION	RATE	AMOUNT
<b>IMPORTED WATER PROJECT PROGRAM MANAGEMENT</b>			
11/3/25 IWVGA Staff Meeting, Agenda Report	2.0	\$ 275.00	\$550.00
11/4/25 P&P Change Order Review & Planning	2.0	\$ 275.00	\$550.00
11/5/25 AVEK Coordination Meeting, IWVGA Staff Meeting, P&P Change Order Review	3.0	\$ 275.00	\$825.00
11/6/25 Traffic Stop Notice Review, P&P Budget Amendment Review Planning	2.0	\$ 275.00	\$550.00
11/7/25 P&P Change Order Review Meeting, Project Planning	2.0	\$ 275.00	\$550.00
11/8/25 Board Staff Report Preparation	2.0	\$ 275.00	\$550.00
11/10/25 IWVGA Staff Meeting	1.0	\$ 275.00	\$275.00
11/12/25 IWVGA Board Meeting	2.0	\$ 275.00	\$550.00
11/13/25 Master Schedule Planning	2.0	\$ 275.00	\$550.00
11/14/25 Technical Plan Review, Project Document Review	5.0	\$ 275.00	\$1,375.00
11/17/25 IWVGA Staff Meeting, Grant Planning, Plan Review	5.0	\$ 275.00	\$1,375.00
11/19/25 SCE Coordination Meeting, Plan Review	4.0	\$ 275.00	\$1,100.00
11/20/25 Project Development Meeting	2.0	\$ 275.00	\$550.00
11/21/25 Grant Review Meeting, Project Planning	2.0	\$ 275.00	\$550.00
11/24/25 IWVGA Staff Meeting, Project Planning	3.0	\$ 275.00	\$825.00
11/25/25 Grant Planning, Project Planning	3.0	\$ 275.00	\$825.00

See enclosed task detail for the work effort for the month of November 2025.

**TOTAL: \$ 11,550.00**

**CONTRACT SUMMARY:**

DESCRIPTION OF SERVICES	CONTRACT AMOUNT	AMOUNT BILLED THROUGH THIS BILLING CYCLE	% COMPLETE THROUGH THIS BILLING CYCLE	AMOUNT BILLED THIS INVOICE
TASK 1 - PROGRAM MANAGEMENT SERVICES	\$ 220,000.00	\$ 16,637.00	7.6%	\$ 16,637.00

**TOTAL: \$ 220,000.00 \$ 16,637.00 7.6%**

**INVOICE PAYMENTS PAST DUE OVER 30 DAYS:**

Make all checks payable to **Blue Mountain Development, Inc.**  
 If you have any questions concerning this invoice, contact Nick Biro at 310-993-9555

**THANK YOU FOR YOUR BUSINESS!**

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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: 12/3/2025  
Project No: P601230025  
Invoice No: INV-0005077405

Project Name: IWV-Imported Water Pipeline

For professional services rendered through October 31, 2025 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
<b>Labor</b>				
Project Consultant 4	Roy E. Guinaldo	165.00	5.00	\$825.00
<b>Total Labor</b>			<b>5.00</b>	<b>\$825.00</b>
<b>Invoice Total</b>				<b>\$825.00</b>

TranSystems Corporation

Roy E. Guinaldo  
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 10, 2025

**FROM:** IWVGA Staff

**SUBJECT: AGENDA ITEM 9 – 2026 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. 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 sets the City of Ridgecrest as the Chairperson, and the County of Kern as the Vice Chair for 2026.

## **RECOMMENDATION**

Staff recommends that your Board approve adopt the attached resolution setting the City of Ridgecrest as the Chairperson and the County of Kern as the Vice Chair beginning January 1, 2026.

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

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**In the matter of:**

**Resolution No. 02-25**

**SETTING THE CITY OF RIDGECREST AS THE CHAIRPERSON AND THE COUNTY OF KERN AS THE VICE CHAIR FOR 2026**

---

**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 10<sup>th</sup> day of December, 2025, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

---

---

Clerk of the Board of Directors  
Indian Wells Valley Groundwater Authority

---

**RESOLUTION**

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

**WHEREAS** section 6.04 of the Joint Exercise of Powers Agreement 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.

**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.

**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 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.

**WHEREAS**, the Indian Wells Valley Water District legal counsel has stated in court that the Water District filed suit against every landowner in the basin for the express purpose of challenging the Authority, the Groundwater Sustainability Plan adopted by the Authority, and the implementation projects adopted by the Authority including the interconnection pipeline that connects the Basin to the California State Water Project which serves water to 27 million Californians.

**WHEREAS**, the Indian Wells Valley Water District has expressly stated its opposition to the interconnection pipeline and the funding for said connection.

**WHEREAS**, the Indian Wells Valley Water District has knowingly and intentionally withheld information that it claims to have that should be reviewed for inclusion in Groundwater Sustainability Plan, including the information it based its litigation strategy on, for the express purpose of benefiting its litigation.

**THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF INDIAN WELLS VALLEY GROUNDWATER AUTHORITY:**

**Section 1.** The City of Ridgecrest shall be the Chairperson and the County of Kern shall be the Vice Chair effective January 1, 2026.

**PASSED, APPROVED, AND ADOPTED**, by the Indian Wells Valley Groundwater Authority this 10th day of December, 2025.

SIGNED:

\_\_\_\_\_  
President of the Board of Directors

ATTEST:

\_\_\_\_\_

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

**TO:** IWVGA Board Members

**DATE:** December 10, 2025

**FROM:** IWVGA Staff

**SUBJECT: AGENDA ITEM 10 – Review and Action on Resolution 03-25 Establishing Policy for Remote Teleconferencing Appearances.**

## **BACKGROUND**

Signed by the Governor on October 3, 2025, Senate Bill (“SB”) 707 significantly revises the teleconferencing and accessibility requirements of the Brown Act. While many of the Bill’s changes do not apply to the IWVGA, there are some very specific and substantive changes highlighted below that will apply beginning in 2026.

### **A. Remote Participation at Board Meetings**

Beginning in January, an IWVGA Board Member may appear remotely via teleconference provided that:

- The IWVGA adopts a resolution authorizing the use of teleconferencing.
- A quorum of the Board must participate from one or more publicly assessable locations within the IWVGA boundaries.
- The remote appearance location is more than 20 miles away from the appearance location of other Board members.
- The Board member’s remote appearance and location is listed on the agenda.
- The Board member participates through both audio and visual technology.
- The Board member’s remote appearances cannot exceed two (2) meetings per year.
- If a Board member appears remotely, the IWVGA must also provide the public with a means to remotely observe and address the Board.
- If a Board member appears remotely, the IWVGA must provide notice on the means by which members of the public may access the meeting and offer public comment.
- If a Board member appears remotely, the IWVGA Board cannot take any action during any service disruption that prevents the meeting from being broadcast and/or the public call-in access.
- The minutes of the meeting shall reflect any member that appeared remotely and what provision of law they based that appearance on.
- The IWVGA must adopt a process to receive and quickly resolve any requests for disability accommodations.

- A member appearing remotely must publicly disclose if there are any individuals 18 years of age or older at the remote location, and the general nature of the member's relationship with those individuals before any actions are taken.

**DISCUSSION**

The resolution before your Board incorporates the new legal requirements and any future statutory amendments thereto.

**RECOMMENDATION**

Staff recommends that your Board approve the attached resolution establishing policy for remote teleconferencing appearances.

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

---

**In the matter of:**

**Resolution No. 03-25**

**Establishing Policy for Remote Teleconferencing Appearances.**

---

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 10<sup>th</sup> day of December, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

\_\_\_\_\_  
Clerk of the Board of Directors  
Indian Wells Valley Groundwater Authority

---

**RESOLUTION**

**WHEREAS** Senate Bill 707 significantly revised the teleconferencing and accessibility requirements of the Brown Act, including a new requirement that agencies adopt a specific resolution authorizing the use of remote appearances; and,

**WHEREAS** the Board believes it to be good public policy to allow Board members to exercise the ability to appear through teleconferencing technologies when they need arises.

**THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF INDIAN WELLS VALLEY GROUNDWATER AUTHORITY:**

**Section 1.** The teleconferencing and accessibility requirements of the Brown Act found in Government Code sections 54953.8 and 54953.8.7 are hereby adopted as now written and as they may be amended in future years by the California Legislature.

**Section 2.** The Clerk of the Board shall receive and quickly respond to any requests for disability accommodations. If the Clerk of the Board is unable to quickly provide a requested accommodation, the Clerk shall promptly seek input and a determination from the General Manager who shall in turn promptly respond to the request as needed.

**PASSED, APPROVED, AND ADOPTED,** by the Indian Wells Valley Groundwater Authority this 10th day of December, 2025.

SIGNED:

\_\_\_\_\_  
President of the Board of Directors

ATTEST:

\_\_\_\_\_

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

---

**TO:** IWVGA Board of Directors **DATE:** December 10, 2025

**FROM:** Carol Thomas-Keefer, General Manager

**SUBJECT:** **Renewal of Contract with Regional Government Services for Comprehensive Administrative Services for 2026**

## **BACKGROUND**

Since 2021, the IWVGA board of directors has contracted 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, accounting/finance staff, and other administrative services as needed. The agreement generally expires annually at the end of each year. RGS has provided a proposed contract to continue providing administrative services for Calendar Year 2026.

## **DISCUSSION**

For 2026, RGS proposes to maintain a scope of work similar to previous years, with focus on strong managerial and financial leadership and enhanced communication activities. As in previous years, the 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 2026 but overall cost projections remain steady, with the budget projection remaining steady for 2026 at \$340,000. The professional services agreement and scope of work presented by RGS is similar to the 2025 contract, with a revised hourly billing schedule. A monthly technology fee is also again included to cover costs associated with 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 2026 contract with Regional Government Services and associated Scope of Work for comprehensive administrative services through December 31, 2026.

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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 10th day of December, 2025, 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 five (5) 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, 2026 (“Effective Date”) 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 Sophia Selivanoff, or her 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  
Authority  
P.O. Box 1350

IF TO IWVGA:

Indian Wells Valley Groundwater  
Authority  
100 W. California Ave.

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

Ridgecrest, CA 93555  
Tel: (760) 499-5001  
Fax: (760) 499-1500  
Attn: Scott Hayman

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 Groundwater 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**

**Fees. Agency agrees to pay to RGS:**

1. The hourly staff rates set forth in the tables below for each classification of RGS employee providing services to Agency are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

The Parties further agree that the RGS Staff hourly bill rates, as listed in the tables below, will be adjusted annually, effective July 1st. The adjustment will be based on the percentage change in the Consumer Price Index CPI (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI"), for the twelve months ending in December of the prior year.

Irrespective of the movement of the CPI, RGS will not decrease its hourly rates and any increase will be capped at 5%. However, if no rate increase had applied in the previous year, this cap will not apply, and RGS will adjust rates by the full percentage change in the CPI for the prior twelve months.

2. A Technology Fee of up to \$600/month for the MIP Cloud Bundle and secure files storage.

**Reimbursement of RGS' Costs.** Agency shall reimburse RGS for direct external costs. Direct external costs, include such expenses as travel or other costs incurred for the exclusive benefit of the Agency that are not included in the hourly bill rate and, will be invoiced to Agency when received without mark-up. These external costs will be due upon receipt.

**Hourly bill rates for Key RGS Staff for 2026 are:**

TITLE	HOURLY RATE
General Manager	\$150
Clerk of the Board	\$116

**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

**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, RGS Accounting Manager  
(650) 587-7300X12 | [lrice@rgs.ca.gov](mailto:lrice@rgs.ca.gov)

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board of Directors **DATE: December 10, 2025**

**FROM:** Carol Thomas-Keefer, General Manager

**SUBJECT: Agenda Item No. 12 – 2026 IWVGA Legislative Agenda, 2026 Capitol Core Group Work Plan and Capitol Core Group Contract Amendment**

## **Background**

Beginning in November 2023, the Authority approved a three-year Legislative Agenda and established an annual Work Plan to include goals, objectives, and directives. The Legislative Agenda is updated annually to reflect changes in the three-year plan and establish directives for the following year. In December 2024, the Authority extended the Consulting Agreement with Capitol Core Group through December 31, 2025. The Consulting Agreement provides a not-to-exceed amount for the fiscal year (January-December) that may only be modified by Board action through a contract amendment. The 2025 agreement was amended in November 2025 to increase the not-to-exceed amount by \$20,000 to acknowledge additional unplanned legislative activities.

The attached “IWVGA Federal and State Legislative Priorities for 2026” updates ongoing objectives and establishes directives through 2028. It also provides a status of the Authority’s 2025 directives. Finally, it includes the 2026 Work Plan for Capitol Core Group, which includes three main project areas (Imported Water Supplies/Water Marketing, Interconnection Pipeline Project, and Other Projects Supporting the Groundwater Sustainability Plan). Based on the projected workload, it requests a not-to-exceed \$229,350.00 budget for FY2026.

Amendment #10 to the Capitol Core Group Consulting Agreement, extending the term through December 31, 2026, is also attached.

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

The Board should review and consider adoption of 1) the 2026 Legislative Agenda, 2) the 2026 Capitol Core Group Work Plan, and 3) Amendment Number 10 to the Capitol Core Group Consulting Agreement.

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**Indian Wells Valley  
Groundwater Authority**



LEGISLATIVE AGENDA

# Legislative Priorities

2026 Federal and State

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# Background

The Indian Wells Valley Groundwater Authority's ("IWVGA" or "Authority") Legislative Agenda underscores the urgent need to achieve groundwater basin sustainability by 2040. The requirements of the Sustainable Groundwater Management Act ("SGMA") and the protection of the region rely upon a consistent and safe water supply. Sustainability is pursued through efficient, cost-effective measures that promote the continued prosperity and resilience of the Indian Wells Valley.

The IWVGA Legislative Agenda is a collaborative effort that necessitates the active involvement of multiple local/regional, state, and federal entities. The IWVGA has set forth specific objectives and empowered its senior staff and government relations team to safeguard interests crucial to water resiliency in the region.

Since 2019, IWVGA has implemented a Legislative Agenda to provide residents with transparency and direction to staff to meet goals and objectives required to implement the Groundwater Sustainability Plan.

A Legislative Agenda provides a program to engage the government and provides direction to influence public policy. A Legislative Agenda is a living document that requires an annual update but provides a long-term outlook for achieving the Authority's goals. The senior staff and government relations team will provide regular updates to the Board of Directors and request the ability to take specific public actions as required.



# Accomplishments of 2025



## 2025 IWVGA Directives and their Status:

### 1. Identify and secure funding for groundwater sustainability measures included in the groundwater sustainability plan.

**Task:** Actively advocate and pass a Congressionally directed spending request of \$5 million through the *Energy and Water Development and Related Agencies Appropriations Act for Fiscal Year 2026*.



The 2025 IWVGA Legislative Agenda, as adopted in November 2024, sought to begin construction of the Water Replenishment Pipeline during the fourth quarter of 2026 and directed the government relations team to pursue a Congressionally directed spending request to advance that anticipated start date. January 2025 discussions with IWVGA senior staff indicated that additional time was required to complete planning activities and allow for thorough coordination with the U.S. Army Corps of Engineers (USACE), Los Angeles District Office. The need for funding in fiscal year 2026 was removed, and the task has been moved to the 2026 Legislative Agenda for completion.

**Task:** Determine financial requirement and assess Congressionally authorized amounts within the *Water Resources Development Act of 2026*. Work with USACE to determine the appropriated amounts needed for the first full year of the Water Replenishment Pipeline's construction.



Commonly referred to as the “transition activities” between USACE and IWVGA for the Water Replenishment Pipeline, this task was initiated in mid-2025 and is anticipated to be completed in the fourth quarter of 2026. Initial discussions between USACE and IWVGA were interrupted during the third quarter of 2025 due to the government shutdown, which began on September 30<sup>th</sup>. Several USACE civilian public works employees were furloughed, and work on civilian public works projects was shuttered. These activities have resumed.

**Task:** Seek environmental mitigation credit funding for the Water Replenishment Pipeline.



This task was initiated in 2024 and is expected to be completed in December 2026. Approximately, \$3 million in environmental mitigation credits are needed for the Water Replenishment Pipeline. In 2025, IWVGA explored several opportunities concerning environmental mitigation credit funding, and in 2026, it will prioritize securing that funding.

**Task: Support legislation that provides financial assistance for high-priority security, resilience, and sustainability-related water, reclamation, and wastewater projects.**



In 2025, IWVGA assisted the City of Ridgecrest in securing a \$1 million Community Project Funding Request through the *Interior, Environment, and Related Agencies Appropriations Act for Fiscal Year 2026*. In addition, the Authority worked to reinstate funding for SGMA Implementation through the 2025 State Budget Act and to prioritize water-infrastructure-related projects in Proposition 4 implementation. Further work on Proposition 4 implementation will continue in 2026.

## **2. Achieve necessary approvals to effectuate imported water supplies and complete the Water Replenishment Pipeline.**

**Task: Seek pertinent State and federal regulatory approvals in support of the construction of the Water Replenishment Pipeline.**



This task was initiated in 2022 and scheduled for completion in December 2026. The task is designed to assist the engineering, design, and construction management team of the Water Replenishment Pipeline in completing environmental permitting, engineering, and design requirements. In 2025, significant progress was made toward completing the Water Replenishment Pipeline to 80% design and engineering. Southern California Edison is addressing delays in the project's engineering.

**Task: Seek pertinent local agency approvals in support of the construction of the Water Replenishment Pipeline.**



Interconnecting agreements remain in progress. All local agency approvals for rights-of-way permitting were completed in 2025.

### **3. Preserve and protect the Indian Wells Valley’s current and future water resources.**

**Task: Support legislation and regulation that assist the Authority in achieving the GSP.**



IWVGA served as the primary proponent of Assembly Bill 1466 (Hart), a bill that sought to protect the water rights of small pumpers within the Indian Wells Basin by providing the court a mechanism to meet the requirements of Section 540(b) of the Code of Civil Procedure.

In actions to adjudicate groundwater rights, AB 1466 allows a court to exempt or treat separately claimants who extract or divert "minor quantities of water." Minor quantities of water can be determined individually by the court, up to 100 acre-feet or less. The bill further allows the court to set individual "classes" of pumpers within the 100-acre-foot-or-less category. The court may outright exempt pumpers who extract five acre-feet or less as "de minimis." For any class that is exempted from otherwise appearing before the court, the court is required to request that the groundwater sustainability agency (GSA) provide a technical report that quantifies and describes the groundwater uses of parties that have not otherwise appeared before the court. Also, it authorizes a court to order interim or partial payments of the technical report's expenses during its pendency.



IWVGA serves as the primary proponent of Assembly Bill 1413 (Papan). This legislation establishes a mechanism to resolve conflicts between the Streamlined Groundwater Adjudication Acts and SGMA. It closes loopholes that remove the local public process to develop a groundwater sustainability plan based on sound science and that may result in a trial in a courtroom hundreds of miles away from the basin. AB 1413 establishes a mechanism to allow agencies to fund sustainability measures during a comprehensive groundwater adjudication. It also provides a legal process to resolve challenges to the GSP without the need to file a comprehensive groundwater adjudication. AB 1413 passed the California Assembly and two policy committees in the Senate. The bill was held in the fiscal committee and will be moved during 2025.

**Task: Support comprehensive State Water Policy and advocate the Authority’s position on SGMA legislation or water sustainability requirements.**



State Water Policy and SGMA modifications were tabled by the California Legislature in 2025 in favor of policy discussions concerning the Bay Delta Conveyance project. IWVGA did not take a position on this policy discussion.

#### **4. Defeat public policies that endanger groundwater sustainability or risk taxpayer/ratepayer investment in groundwater resilience.**

**Tasks: Oppose and defeat legislation that increases burdens on Indian Wells Valley taxpayers/ratepayers or prevents/inhibits the Authority from purchasing imported water supplies.**



All legislation that would increase costs or prevent/inhibit the purchase of imported water was amended favorably or defeated. No “two-year” bills exist.

### **Status of Water Purchases**

Although not considered part of the Authority's Legislative Agenda, purchasing imported water supplies is a task assigned to our senior staff and government relations team. A status of the directives provided by the Authority in the 2025 Scope of Work is included herein.

**Task: Purchase 3,000 acre-feet of imported water supplies.**



Development of a final Purchase and Sale Agreement is ongoing at the time of publication of this document.

**Task: Regulatory Approvals for the imported water purchase are required. Department of Water Resources, State Water Resources Control Board, and local agency approvals are required.**



Final regulatory approvals for a water purchase began in December 2025.

**Task: Complete other required agreements.**

Antelope Valley East Kern Water Agency Interconnection Agreement – Discussions have been ongoing as needed with the Antelope Valley East Kern Water Agency. They will continue as the pipeline project moves forward.



Water Storage Agreements – Discussions regarding water storage agreements have been ongoing as part of the negotiations for water purchase agreements that Capitol Core is facilitating with the seller.



Conveyance/Wheeling Agreements - Discussions have been ongoing with the Antelope Valley East Kern Water Agency and will continue as the pipeline project moves forward.

**Task: 2025 Water Purchases**



2025 water purchase activities have been completed, and the 2026 water market is currently being surveyed.

# Goals of Indian Wells Valley Groundwater Authority



# 2026 Goals of the Indian Wells Valley Groundwater Authority

## **1. Identify and secure funding for groundwater sustainability measures. Reduce and minimize the financial impacts of SGMA compliance to taxpayers/ratepayers.**

Since 2019, IWVGA has sought federal and State funding assistance to offset the costs of sustainability. SGMA established a funding requirement totaling over \$300 million to achieve the necessary infrastructure, imported water supplies, environmental mitigation, shallow well mitigation, land repurposing, and conservation. The Authority's goal is to mitigate the costs associated with SGMA implementation through external financial, technical, and construction assistance.

## **2. Preserve and protect the Indian Wells Valley's water resources.**

The Indian Wells Valley must curtail overdrafting of current water supplies to meet sustainability measures, protect the aquifer's environment, and ensure the security of our most precious resource. The ability of the Indian Wells Valley to grow resiliently depends on the preservation and protection of the entire groundwater basin.

## **3. Enhance the Indian Wells Valley's water resources to allow for regional growth and support the mission status of the United States Navy.**

The need for an imported water supply to meet SGMA requirements, achieve resiliency, and support our region's future growth is indisputable. IWVGA must purchase imported water supplies and construct the infrastructure to convey them into the Indian Wells Valley.

## **4. Protect taxpayer/ratepayer investment in groundwater sustainability.**

Tens of millions of dollars have been spent on implementing SGMA in the Indian Wells Valley. The local process for determining the required studies, infrastructure, mitigation measures, well-mitigation assistance, and land reuse policies has guided IWVGA's activities. Costly litigation and conflicts within State law have threatened taxpayer/ratepayer investment in groundwater sustainability. Policies that threaten imported water supply purchases, attempt to cost-shift sustainability measures to specific parties, and create unfunded mandates on our region have threatened taxpayer/ratepayer investing in water resiliency. Unnecessary litigation costs must end, conflicts within State law should be resolved, and attempts to cost-shift, hinder, or create an unfunded mandate on the Indian Wells Valley should be defeated.

**Indian Wells Valley  
Groundwater Authority**

# **2026 Policy Directives**

LEGISLATIVE AGENDA



## 2026 Directives from the IWVGA Board

To achieve the goals stated above, the Board of Directors of the Authority directs staff and its government relations team as follows:

### In support of goal #1: Secure federal and State funding.

- Secure a \$5 million Congressionally directed spending request in support of the construction of the Water Replenishment Pipeline through the *Energy and Water and Related Agencies Appropriations Act for Fiscal Year 2027*.
- Secure \$3 million in State and/or federal funding to provide for environmental mitigation of the construction of the Water Replenishment Pipeline project.
- Secure funding as requested and needed to enhance well failure mitigation.
- Secure funding as requested and needed to repurpose fallowed lands.
- Secure funding as requested and needed to complete other infrastructure projects required to implement the groundwater sustainability plan.

### In support of goal #2: Preserve and Protect Water Resources.

- Support federal and State policies that promote the Authority's ability to achieve SGMA compliance in the Indian Wells Valley.
- Support the adoption of the relevant section of the State Water Plan dealing with groundwater resiliency and water conveyance.
- Support implementation and prioritization of Proposition 4 funding that promotes water resiliency.

### In support of goal #3: Enhance Indian Wells Valley Water Resources.

- Secure 3,000 acre-feet of imported water supplies.
- Negotiate the storage of purchased water supplies.
- Secure interconnection and conveyance of imported water supplies.
- Assist in the completion of planning activities for the Water Replenishment Pipeline and successfully transition project activities to the United States Army Corps of Engineers.

## **In support of goal #4: Protect Taxpayer/Ratepayer Investment in Groundwater Sustainability Measures.**

- Support the passage and enactment of Assembly Bill 1413.
- Support the passage and enactment of legislation that clarifies SGMA or resolves policy conflicts with the streamlined adjudication acts.
- Oppose legislation that creates unfunded mandates, reduces the availability of imported water supplies, or allows cost-shifting between pumpers within the Indian Wells Valley.
- Support the City of Ridgecrest's efforts to amend federal law with respect to the federal reserve water right.
- Oppose legislation that would impede the implementation of the groundwater sustainability plan.

# **2026 Legislative Priorities**



# 2026 Scope of Work

## Summary

2025 provided ongoing support to the implementation of the groundwater sustainability plan. Significant time was spent educating policymakers on the conflicts between SGMA and the Streamlined Adjudication Acts and how those conflicts hamper SGMA implementation. A robust policy debate over those conflicts and potential solutions ensued. Legislation to protect small pumpers in a basin undergoing a comprehensive groundwater adjudication was enacted. This provides a mechanism for the courts to meet the requirements of Section 540(b) of the Code of Civil Procedure and assists 8,000 Indian Wells Valley well owners in mitigating the legal costs of the groundwater adjudication.

Federal policymakers were educated on the conflicts between SGMA, groundwater adjudication, and the federal reserve water rights.

2025 focused on SGMA, adjudication, and water resilience policies. In 2026, that focus will continue while advancing implementation of the groundwater sustainability plan.

## Project, Milestones, and Tasks

### Project 1: Secure Imported Water Supplies.

#### A. Secure 3,000 acre-feet of imported water supplies.

As indicated in the status of the 2025 Directives, Capitol Core Group is nearing completion of negotiations with two (2) private-party water sellers. These initial (term sheet) negotiations may be completed before the end of the year. In 2026, Capitol Core will complete these water sales and assist the Authority's counsel in negotiating a final agreement for approval by the board.

#### B. Negotiate Required Agreements for Water Supplies.

The purchase and sale agreement for imported water supplies is only one of several required agreements needed by the Authority. Other agreements include storage, interconnection, and conveyance.

In 2026, Capitol Core will seek to:

1. Complete water storage agreements (dependent upon water purchase).
2. Continue negotiations with the Antelope Valley East Kern Water Agency on interconnection and conveyance requirements.

C. Regulatory Approvals.

For the Authority to complete the purchase and sale agreement for imported water supplies, several regulatory approvals will be required from State and local agencies. Upon approval by the Board of a term sheet for the purchase of imported water supplies, Capitol Core will work with the Department of Water Resources and the State Water Resources Control Board to obtain approval of the purchase, conveyance, and environmental quality of the water. These approvals are primarily administrative.

Local agency approvals will most likely be required. Capitol Core will identify local agency requirements and assist in obtaining such approvals.

D. 2026 Water Marketing.

As a backup to the existing negotiations with sellers, Capitol Core will continue to seek available water for purchase by the Authority. This activity will cease upon the completion of a purchase-and-sale agreement for imported water supplies.

The tasks and milestones associated with Project 1 primarily support the Authority's goal #3 and aim to achieve it by 2026.

**Project 2: Water Replenishment Pipeline.**

A. Secure Federal Funding and Initiate a Project Start.

The 2025 activities seeking a Congressionally Directed Spending Request were deferred until 2026 (Fiscal Year 2027) to complete planning and coordinate with USACE Los Angeles Division on construction assistance. In 2026, Capitol Core will request a \$5 million "earmark" within the *Energy and Water Development and Related Agencies Appropriations Act for Fiscal Year 2027* to initiate a project start for the Water Replenishment Pipeline project as planned in the 2nd quarter of 2027.

This milestone and tasks support the Authority's goal #1 (first directive).

B. Secure Mitigation Credit Funding.

Capitol Core will seek \$3 million in environmental mitigation credit funding to support the construction of the Water Replenishment Pipeline. Funding deadlines for environmental mitigation have not been established, so a completion timeline cannot be provided at this time.

This milestone and tasks support the Authority's goal #1 (second directive).

C. USACE Transition.

The transition between the planning stages of the Water Replenishment Pipeline to construction assistance from USACE began in 2025. Initial discussions with a Letter of Intent were prepared for USACE, and initial discussions over the review of planning documents were conducted.

In 2026, Capitol Core will continue to support staff and the construction management team in discussions with the USACE Los Angeles District to transition the Water Replenishment Pipeline to USACE control for construction assistance.

This milestone and task support the Authority's goal #3 (4<sup>th</sup> directive).

D. Other Planning Activity Support.

This task provides support to Stetson, construction management, and counsel on planning activities.

This milestone and task support the Authority's goal #1 (5<sup>th</sup> directive).

**Project 3: Other Projects Supporting the GSP**

A. Well Mitigation and System Consolidation

In 2023, the Authority received \$3 million in Urban Community Drought Management grant funding from DWR for well failure mitigation/system consolidation. Several well failures occurred in 2023, and the potential consolidation of small systems was identified. These failures and consolidations may exceed the DWR grant funding, and additional funds may be required. In this task, Capitol Core will identify potential funding sources for such activities and provide them to the Board for consideration.

This milestone and tasks support the Authority goal #1 (3<sup>rd</sup> directive).

B. Land Repurposing and Environmental Mitigation

As SGMA is implemented, repurposing land is an option for well owners to achieve groundwater savings and avoid the cost of importing water. In past legislative sessions, the California Legislature has funded programs such as the Multi-benefit Land Repurposing Program which provides financial assistance for land that would otherwise be fallowed. However, since that time, the challenging State budget environment meant that this program received zero funding since the 2023 grant year. In this task, Capitol Core will seek the passage of policies that facilitate appropriate repurposing of agricultural and other lands to support groundwater savings.

This milestone and tasks support the Authority's goal #1 (4<sup>th</sup> directive).

C. Other Infrastructure Requirements

The Authority's staff has requested this task as a placeholder to provide ad hoc direction on new infrastructure requirements.

This task supports the Authority's goal #1 (5<sup>th</sup> directive).

D. Groundwater Adjudication Legislation

Capitol Core will support the passage of AB 1413 and actively advocate for it in the California State Senate.

This milestone and tasks support the Authority's goal #4 (1<sup>st</sup> and 2<sup>nd</sup> directives).

E. General Legislative Affairs

Throughout the Congressional and California Legislative Sessions, there are key pieces of legislation of interest to IWVGA. These range from annual budget/appropriations bills to other infrastructure spending and water policy legislation. In this task, Capitol Core will identify, monitor, and advise the Authority on federal/state legislative, budgetary, and intergovernmental matters that could have a significant impact on the region's fiscal, operational, and environmental health. Most importantly, Capitol Core will serve as IWVGA's advocate and liaison, helping foster and maintain strong bipartisan working relationships between the Authority and its representatives in the United States Congress, State Legislature, various Committees of jurisdiction, and Executive branches of government.

This milestone and tasks support the Authority's goal #2 (all directives) and goal #4 (3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> directives).

## Timelines for Completion

### Project 1: Imported Water Supplies

Milestone A: Water Purchase – Completion estimated in 2026

Milestone B: Required Agreements

Storage Agreement – Completion estimated in 2026

Interconnection and Conveyance Agreements – Completion estimated in 2027

Milestone C: Regulatory Approval – Completion estimated in 2027

### Project 2: Water Replenishment Pipeline

Milestone A: Congressionally Directed Spending Request – Completion estimated in 2026

Milestone B: Mitigation Credit Funding – Completion estimated in 2027

Milestone C: USACE Transition – Completion estimated in 2027

Milestone D: Other Planning Activity Support – Completion estimated in 2026

### Project 3: Other Projects Supporting the GSP

Milestone A: Well Mitigation and System Consolidation – Ongoing

Milestone B: Land Repurposing – Ongoing

Milestone C: Other Infrastructure Requirements – Unknown

Milestone D: Groundwater Adjudication Legislation – Completion estimated in 2026

Milestone E: General Legislative Affairs – Ongoing

# **Budget Summary**



# Budget Summary

## 2026 Budget Request

In 2026, Capitol Core faces several unknown factors and project completion requirements. These issues have increased the overall budget request (not-to-exceed) to cover those factors and completion requirements.

Project 1: Water Supplies	\$47,500.00	(21%)
Project 2: Water Replenishment Pipeline	\$71,250.00	+18%
Project 3: Other Projects Supporting the GSP	\$82,975.00	+8%
Project Administration	\$27,625.00	0%
Total Request	\$229,350.00	+3%

# Procedures for Expedited Comments on Legislation and Rulemaking

On behalf of the Authority, the General Manager, Chairman of the Board, or designee shall direct the government relations staff on the appropriate position or comments that should be taken or made on pending state and federal legislation, budget items, or regulatory rulemaking when:

1. Such action or comments are consistent with the directives provided by the Board.
2. Immediate action is needed to ensure the Authority's interests are protected.
3. Action is needed to prevent the modification or termination of an existing Authority program or policy.
4. At the request of a local agency or county wherein a majority of that agency's Board has taken a position on a matter of interest or impact to the Authority.

The IWVGA Board will be regularly informed of all actions taken by the Authority.



# Concluding Remarks

By implementing this Legislative Agenda, the Indian Wells Valley Groundwater Authority will secure durable funding, strengthen protections for water supplies, and State water policy to ensure resiliency. Our coalition-led strategy emphasizes equitable outcomes and accountable stewardship across all communities.

**Together with partners and policymakers,** we will strive to ensure safe, reliable, and affordable water for every community while sustaining the environment for future generations.



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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board of Directors **DATE:** December 10, 2025

**FROM:** Carol Thomas-Keefer, General Manager

**SUBJECT:** Westbound Communications Scope of Work Addendum

**BACKGROUND:**

In November 2024, the IWVGA Board entered into an agreement with Westbound Communications for communications and outreach support. Westbound’s work has focused on public information and improving community understanding of the Groundwater Sustainability Plan through activities such as press releases, website improvements and the creation of a social media presence. A collection of IWVGA media coverage managed by Westbound in 2025 can be found at [this link](#).

IWVGA staff and Westbound now propose to further enhance outreach and community information activities through expanded implementation of IWVGA’s Communications and Engagement Plan, with attention to recommendations from the Authority’s Policy Advisory Committee (PAC), which prepared a detailed report of C&E Plan recommendations two years ago. During that time, some communication and outreach work has occurred, but assistance from Westbound will ensure a much higher level of implementation.

Westbound has prepared an addendum to its contract and scope of work detailing its plan for expanded C&E actions. The existing consultant agreement is ongoing and includes a monthly and annual not-to-exceed budget. The proposed addendum to the scope of work will not increase this budget. Tasks will be managed so that added activities will be performed within the existing budget.

**RECOMMENDATION:**

The Board should review and consider approval of Addendum B to its agreement with Westbound Communications, amending the existing scope of work with no budget increase.

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December 11, 2024

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

RE – Engagement of Public Relations Consultation Services

Dear Carol:

This letter ("Agreement") serves to summarize the Agreement between Westbound Communications Inc. (hereinafter "WC") and Indian Wells Valley Groundwater Authority (hereinafter "Client"), whereby Client retains WC to provide public relations consultation and services as needed and directed.

1. This Agreement becomes effective upon execution by both parties and remains open-ended for as long as client seeks to engage WC. Client agrees to pay WC professional fees based on hourly billings at a combined agency rate of \$240 for services generally outlined in subsequent Attachments (Scope of Work) that require work from senior-level professionals. Professional services and expenses will be invoiced on a monthly basis for specific project elements. All invoices are due and payable upon receipt unless otherwise specified in writing by WC.
2. As a public relations and marketing services vendor, WC will implement activities designed to achieve mutually agreed upon activities in support of Client's communications objectives. WC will assign professionals, as it deems necessary, to competently complete the responsibilities envisioned by this Agreement.
3. While it is understood that WC will take all prudent care possible in the development of material to be issued, WC cannot undertake to verify facts supplied to it by Client. Client, therefore, indemnifies WC for any damages, costs, liabilities or expenses, including reasonable fees and attorney fees, arising out of WC's use of such information, provided such information has, in fact, been provided to WC by Client and/or that Client has approved such information for use by WC. WC agrees to indemnify Client and hold Client harmless from any damages, costs or expense, including reasonable attorney fees, which Client may sustain by virtue of WC's failure to perform as required by this agreement, WC disseminating false or unauthorized information released by WC (including any copyright, trademark or patent infringement claims) or breaching any confidential disclosure agreements. The provisions of this paragraph (3) shall survive any termination of this Agreement.
4. Each party shall indemnify and hold the other harmless from any claims, damages, costs or expenses or liability incurred under unemployment compensation or worker's compensation laws or social security laws in connection with their respective employees, including any benefits payable under any merit plan, reserve account or otherwise pursuant to any law.
5. WC shall not for any reason nor at any time during or after the term of this Agreement use or disclose to any person (except where the proper furnishing of WC's consulting services may require such use or disclosure) any secret or confidential information relating to the business, marketing practices and services of Client. WC's obligations of confidentiality and non-use shall not apply to confidential information that WC can show was published prior to its disclosure to WC by Client, or that is published thereafter other than through a breach of WC's obligations under this Agreement. The provisions of this paragraph five (5) shall survive any termination of this Agreement.

6. Any notice or other communication under this Agreement shall be in writing and shall be considered delivered when received via email or USPS mail, return receipt acknowledgment requested to the respective addresses set forth below (or at such other address as either party may specify by notice to the other).

Client: Indian Wells Valley Groundwater Authority  
Carol Thomas-Keefer  
General Manager  
[Regional Government Services](http://RegionalGovernmentServices.org)  
[cthomaskeefer@rgs.ca.gov](mailto:cthomaskeefer@rgs.ca.gov)

Agency: Westbound Communications Inc.  
Christopher Perez  
3649 Mission Inn Avenue  
Riverside, CA 92501  
[cperez@westboundcommunications.com](mailto:cperez@westboundcommunications.com)

7. WC, as an independent contractor and not an employee of Client, shall not have (nor represent that it has) authority to bind or commit Client unless expressly authorized to do so in writing by Client.

8. During the term of this Agreement, WC shall maintain in full force and effect the policies of insurance and Workers Compensation as currently held at the time of hire.

9. This Agreement contains, and is intended as, a complete statement of all the terms of the arrangements between the parties with respect to its subject matter, supersedes all previous agreements and understandings with respect to those matters, and cannot be changed or terminated except by an agreement in writing signed by the parties.

10. Client and WC agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California. In addition, Client and WC agree to be subject to the jurisdiction of the state and federal courts of the State of California and that Riverside County, State of California will be the venue for any action.

11. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

12. Client shall have the right to terminate this Agreement by providing WC ten (10) days prior written notice. Client shall only be responsible for payment of services and expenses actually performed.

Please sign and date below to indicate your acceptance and return the original signed copy to Westbound Communications Inc.

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Westbound Communications Inc.

for Indian Wells Valley Groundwater Authority

# Addendum A – Project Scope of Work

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## **PROJECT BACKGROUND AND UNDERSTANDING**

The Sustainable Groundwater Management Act (“SGMA”) of 2014 requires Groundwater Sustainability Agencies to be formed by the local public agencies with land use and/or water supply authority in a groundwater basin. Accordingly, the Indian Wells Valley Groundwater Authority (Authority) was formed as the GSA for the Indian Wells Valley Groundwater Basin (Basin) by the City of Ridgecrest (City), the Indian Wells Valley Water District (District), and the Counties of Inyo, Kern, and San Bernadino.

Once formed, GSAs were required by January of 2020 to comply with a compressive set of rules and laws to develop a Groundwater Sustainability Plan (Plan) that will benefit all users and bring groundwater sustainability to the Basin. If the local agencies fail to form a GSA, or if they fail to adopt a Plan that the State believes will achieve sustainability, the State of California will take over local basin management and the State will take the steps it feels are necessary.

SGMA was adopted because it had been determined that the court adjudication process has inherit limitations that prevent courts from successfully managing groundwater. In simple terms, while courts may be able to limit pumping, they do not have the ability and wherewithal to study, develop, operate, finance, and seek grants for needed long term sustainability projects. Accordingly, in 2015, the State had determined that 20 basins, including the Indian Wells Valley Basin, were in a state of “critical overdraft”.

In simple terms, overdraft is the situation where the average annual groundwater extraction exceeds long term natural recharge of a basin. This overdraft condition, and the declining groundwater levels associated with it, will lead to costly impacts, including increased pumping costs, diminished water quality, excessive water treatment, well losses, and land subsidence. Land subsidence in this Basin is of particular concern because of its impacts on the Supersonic Naval Ordinance Research Track (SNORT).

In the mid 90’s, the District was well aware that the overdraft situation was dire through a USGS study and a Dendy Report which it commissioned. At the time, the District considered filing an adjudication but ultimately it decided against such an action and instead it formed a cooperative group that did not take sufficient actions in the following two decades to prevent the basin from falling into a state of critical overdraft. More recently, the District has adopted two water supply enhancement reports which concluded that the District needs to import water to meet its demands.

Critical overdraft is when the continuation of present water management practices would “probably result” in significant adverse impacts. The Indian Wells Valley Basin earned its critical

overdraft designation because it has been overdrafted for over 6 decades and there had been very little effort to solve the issue prior to the Authority's Plan.

After concluding that the District needed to import water, the District used a very substantial sum of ratepayer money to purchase farms in Inyo County for that specific purpose. That effort has shown itself to be woefully ill-informed and misguided however, as the District did not, and still more than a decade later does not, have any legal or physical means to actually move that water to the Basin. To date, the District has not divested itself of those lands so the proceeds could be used for a viable project, or to lower water rates. When questioned, District board members have been unable and/or unwilling to address why the District still holds those lands or why it purchased them to begin with.

In 2009, the District commissioned Brown and Caldwell to provide a basin analysis for the District. The groundwater model resulting from that analysis concluded that the Basin's safe yield was less than 8,000 acre feet per year, which meant that basin pumping was approaching 4 times what the Basin could tolerate through natural recharge and the needs of the Navy and the District alone consumed all of the safe yield.

The District's current hydrologist led the cooperative group for nearly a decade and yet there was still no measurable action taken by the group to address the overdraft or the dropping groundwater levels. As a result of this inaction, the California Department of Water Resources found that continued inaction will "probably result" in significant adverse impacts and the Basin was declared to be in a state of critical overdraft.

The effects of this significant and long-term overdraft are readily apparent. In fact, the world-renowned research institute hired by the United States Navy to study the Basin concluded that without drastic changes 1 in 3 wells would be impacted by 2040 and the entirety of the Basin would be affected by 2065. Initially, this world-renowned research institute, which is part of the University of Nevada, was hired by the Navy to develop a Basin groundwater model so the Navy could assess readiness and mission impacts from the continued overdraft and the lack of local water management. The groundwater model was created with no preconceived notions and there were no litigation choices that needed to be justified. Additionally, the model is quite detailed and it includes information that has national security protections which other groundwater models cannot access and the Navy has retained the model for future readiness and presumably BRAC purposes.

As required by SGMA, the Authority developed the Plan in a years long collaborative and comprehensive process using the highly detailed groundwater model created for the Navy. The District was an active participant in, and proponent of, the decision to use the Navy groundwater model for the development of the Plan. The Plan was adopted in January of 2020 and it was subsequently approved by the State in January of 2022 after a two year long open review process required by SGMA. During that State review process, users could comment on the Plan to the State and the State would, and did, consider those comments when it approved the Plan.

The Plan has two keystones. The first of which is a pipeline interconnection project that will largely use grant funding to connect the Basin to the 700 plus miles of State Water Project which uses canals, pipelines, reservoirs, and hydroelectric power to affordably deliver water to 27 million Californians, 750,000 acres of farmland, and businesses throughout the State.

The second provides a pool of water to agricultural users so they can prepare for and eventually cease pumping groundwater from the Basin. This pool was effectively the same amount of overdraft water that will be pumped by long term users that will ultimately receive some water from the State Water Project.

To date, the Plan's development has been supported with over \$15 million in grant funds and the initial Federal construction funding authorization for the pipeline project has been approved by both the House and Senate. The final construction design and environmental review have been almost entirely covered by grant funds and the project could be ready for construction in the coming year. The final construction is on course to receive federal grant funding of at least 75% and the construction will be completed by the United States Army Corps of Engineers. The Authority will seek and is confident in obtaining more grant funding for construction in the coming years.

The Indian Wells Valley Water District (District) is a voting member of the Authority and it was a deciding vote in favor of the Plan's adoption in 2020. Moreover, the District also voted for the Authority's Sustainable Yield Report which clearly established the amount of the Sustainable Yield and the need for an interconnection to the State Water Project. Importantly, the District's General Manager and its legal counsel served as the legal counsel and General Manager for the Authority during the development of the Plan and the District's hydrological consultant actively contributed to the development of the Plan from beginning to adoption.

Despite its active assistance in developing and its vote to adopt the Plan and the Sustainable Yield Report, the District has launched a multimillion-dollar lawsuit against every landowner in the Basin, including shallow well owners that cannot afford to defend their own water rights. At a Board meeting in July of 2020, it was made clear that the District board members felt the private shallow wells and the City parks were provided too much water in the Plan. The June meeting was even more enlightening but the District has removed that meeting from its website and we understand that copies of that meeting have been destroyed by the District.

The District's board members readily acknowledge that the property owners and homeowners with wells must participate in the lawsuit to assert and protect any water rights they may have. The District's board members are also well aware that the costs of participating in the litigation are prohibitively high for well owning homeowners and small mutuals. The Authority has sought to bridge this gap through the appointment of class counsel. District board members have been repeatedly asked to support the appointment of class counsel for homeowners with wells but the Board members have steadfastly refused to provide such support and the District's legal counsel

has strenuously and repeatedly objected to such appointment at every turn. In court, the District has expressly taken the position that it can, and will, seek default judgements against any, and all, homeowners and property owners that do not take part in the litigation. This means the District, who has water rights claims that are adverse to these homeowners, will seek, and will be granted, a judgement by the court that will negatively impact the rights of well owning homeowners because they simply cannot afford to participate in the litigation. Recently when asked how much water these homeowners would be provided in the District's litigation plan, the District's board members refused to answer the question and the legal counsel refused to take further questions on the matter. In contrast, the Authority's Plan clearly provides for, quantifies, and protects the water rights of these homeowners.

Importantly, the District's board members voted to engage in this litigation even though they did not possess any new scientific information to justify their actions. To be clear, the District's board members began this legal process which will cost the community many millions of dollars in attorney and hydrogeologists fees without any new information supporting the decision. It is readily apparent that the District's board members engaged in this litigation path based on nothing more than the word of District's hydrogeologist; a person who receives a very substantial financial gain from the very litigation he supports. It is also worth noting that the District's hydrogeologist has a less than amicable relationship with the Authority in part because he applied to be the Authority's Water Resource Manager but he was passed over because of conflict concerns and because he was unable to complete the needed Plan work without assistance from others. The District's hydrogeologist has a similar issue with the County of Kern which employed him for sometime but ultimately did not renew his contract.

To date, the District's hydrogeologist has spent more than five years and well over a million dollars trying to justify the litigation decision of the District's board members, and yet, the District's hydrogeologist still does not have a working groundwater model and he is now significantly overbudget. Which means even today, five years later, the District's board members do not have any reliable scientific analysis to base their decisions on and recently the District's General Manager asserted that the District's groundwater model would not be ready for upwards of a year, or more. Moreover, the District does not, and cannot, have any plan for what future pumping in the Basin would look like because it does not have the required scientific information.

District board members have been repeatedly asked about the costs of the litigation on ratepayers but they have steadfastly refused to discuss the matter or provided their litigation budget for public review. However, it is well known that such litigation efforts cost many millions of dollars and the Authority alone will spend several million in defending the Plan. Recently, one board member publicly described the District's finances as being in a state crisis and the District is raising water rates a second time in less than 3 years because of its crisis. The District recently admitted to using budgetary tricks to ensure that District payroll was being paid for by funds that were collected and reserved for capital expenses of the District. In other words, District board members are openly robbing the District's financial future by using the funds set aside for future system improvements and repairs to fund its litigation. Astonishingly, the District is doing this just

3 years after admitting that it had more than \$100 million in unfunded deferred maintenance costs that needed attention. Even more astonishingly, shortly after that admission the District suffered a \$16 million line failure that was not listed in the deferred maintenance costs.

Realizing its litigation strategy is destined for failure because its hydrologists cannot produce a working groundwater model, the District's board members have increasingly turned to a public and private disinformation campaign. This strategy is becoming more and more pronounced as the opposition to the District mounts and its litigation partners discuss settlement with the Authority. Presently, the District is facing opposition from the United States Navy, the City of Ridgecrest, the Counties of Inyo, Kern, and San Bernardino, the State through both the State Water Resources Control Board and the Department of Water Resources. Additionally, the State Legislature that has passed SGMA bills in the face of direct opposition from the District and the United States House of Representatives and the Senate have authorized significant funds for the construction phase of the interconnection pipeline.

## **GOALS AND OBJECTIVES**

- 1) Educate the public on the Plan and its importance to the Community and the Navy mission.
- 2) Educate the public on the independent high-quality science used to develop the Plan.
- 3) Provide consistent messaging, transparency, and targeted outreach strategies to better inform the public.
- 4) Debunk all mis- or dis-information that has been spread by self-interested parties.
- 5) Actively respond to and debunk any false narratives presented by the District and its remaining litigation partners.
- 6) As necessary, support the Authority's communication, legislation and legal strategy.

## **TARGET AUDIENCES**

- The citizens and businesses within Indian Wells Valley, with particular focus on the ratepayers of the District.
- Military contractors, their dependents, and residents associated with the Naval Air Weapons Station China Lake.
- Elected officials, policy makers and staff associated with water issues of the IWW.

## **STRATEGIES AND TACTICS:**

The Westbound Team will work closely with the Authority staff to advise and prepare work product on an as needed and directed basis.

## **WESTBOUND TEAM**

The Authority and its partners will be supported by three senior professionals with substantial experience in public outreach. Partner **Christopher Perez** will be joined by Vice President **Robert Chevez** and Senior Writer/Strategist **Todd Cooley**.

### *Contact Information*

Legal name of firm: Westbound Communications, Inc.

Address: 3649 Mission Inn Avenue, First Floor Rotunda, Riverside, CA 92501

Firm point of contact: Chris Perez, Partner, Riverside Office; Office – (951) 462-1106;

Cell – (951) 532-5321; Email – cperez@westboundcommunications.com

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## Addendum B – 2026 Scope of Work

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### **PROJECT UNDERSTANDING**

Westbound Communications has been supporting the Indian Wells Valley Groundwater Authority since November 2024 with public outreach related counsel and strategy. In the year since beginning work, Westbound has coordinated messaging, media relations, website content and social media posts including the launch of the IWVGA's Facebook page.

With a state mandate to ensure groundwater feasibility in its service area, IWVGA has collaborated with Westbound to better inform residents and stakeholders about the importance of its Groundwater Sustainability Plan (GSP). In our first year of work together, the IWVGA has successfully refuted propaganda and misinformation that has been circulated about the GSP. Clear FAQs are now available for the public; a series of press releases have explained many of the nuances and issues behind the ongoing adjudication; paid and earned media has supported legislation that would strengthen groundwater security; and a new website is under construction.

Moving into 2026, Westbound will continue its collaboration with the Authority and work to integrate more of the recommendations set forth in the Communications & Engagement (C&E) Plan shared by the IWVGA Policy Advisory Committee (PAC). These recommendations, revised and accepted by IWVGA in 2022, reinforce two key responsibilities as they pertain to public outreach:

1. To continually alert and notify stakeholders of the status of groundwater and the actions being taken to reach sustainability; and
2. To provide stakeholders opportunities to obtain information and to engage in the implementation of the Groundwater Sustainability Plan.

### **GOAL**

Educate affected public and stakeholders on why IWVGA is the trusted and credible voice on matters concerning the Indian Wells Valley Groundwater Basin, and by doing so, support its legal counsel in adjudication efforts.

## **OBJECTIVES:**

Behind the goal of solidifying public opinion in support of the IWVGA and its Groundwater Sustainability Plan are the following objectives:

1. Position IWVGA as a trusted source for facts on the matters related to the Groundwater Sustainability Plan.
2. Remove community opposition against the imported water project through consistent messaging, transparency, and targeted public outreach strategies.
3. Provide clear and persuasive facts about the IWVGA and the GSP that debunk any false narratives and misinformation, particularly specifics related to the adjudication.
4. Provide ongoing, consistent messaging about the status of the imported water project.
5. As necessary, support any proposed state legislation that would strengthen the goals of the State Groundwater Management Authority (SGMA), the IWVGA and its GSP.

## **TARGET AUDIENCES**

- The citizens, ratepayers and businesses within Indian Wells Valley, with particular focus on the ratepayers of the Indian Wells Valley Water District.
- Military service members, support staff, contractors and their dependents associated with the Naval Air Weapons Station China Lake.
- Landowners and farmers primarily in the unincorporated areas of the region.
- Elected officials, policy makers and staff associated with Indian Wells Valley water issues.

## **STRATEGIES AND TACTICS**

The following deliverables are proposed as a continuum of work from 2025 and reflect and incorporate engagement tools and communication methods suggested by the PAC in their 2022 C&E Plan.

1. **Relaunch improved website** that offers an easier and more intuitive user experience. The website serves as a searchable depository and archive to key documents, as well as board meeting notifications, agendas and packets; updated Frequently Asked Questions (FAQs); information for well registration and fees; newsroom; newsletter sign up; and more.
2. Continue active **News Bureau** which distributes news announcements, statements and opinion editorials to both regional and statewide media on matters related to both litigation and legislation.

3. Develop **social media calendar** for consistent weekly posts on the Authority's new Facebook page. Posts reflect news from the IWVGA as well as sharing dates and agendas for Board Meetings and fast facts about the GSP.
4. Develop a series of **infographics and a supporting photo library** that can help "show not tell" the message behind the GSP to residents.
5. Create up to three **Fact Sheets** that can be posted on the IWVGA website and distributed within the City of Ridgecrest that take advantage of infographics, photos and FAQs.
6. Build **master database** consisting of persons interested in staying informed on the mission behind IWVGA. This stakeholder list would include past and present board members and their staff; PAC members; City of Ridgecrest electeds, staff, and leadership behind relevant city departments and NGOs (e.g., Chamber of Commerce); regional or state electeds, staff or policymakers; engaged residents; other miscellaneous stakeholder.
  - a. Launch a **quarterly newsletter** to this database beginning in Q1 of 2026.
7. Periodically use **paid media**, in the forms of ads with the Daily Independent or geofenced digital or social media ads, to share specific news and information to Ridgecrest residents.
8. Secure **membership in Ridgecrest Chamber of Commerce**, and secure sponsorship and participation in the February **Economic Outlook Conference**.
9. Share ongoing **counsel, messaging development and spokesperson training** for the IWVGA Board and staff as needed

#### **WESTBOUND AND IWVGA PUBLIC OUTREACH COMMITTEE**

Westbound Communications personnel in 2026 are General Manager Christopher Perez, Vice President Robert Chevez, Senior Account Executive Allie Duran and Assistant Account Executive Gracie Servin.

Westbound reports to a public outreach sub-committee of the IWVGA that includes IWVGA Director Carol Thomas-Keefer; Leigh Ann Cook, representing Kern County; and Ronald Strand, representing the City of Ridgecrest. Also on the committee is Michael McKinney, president of Capitol Core. All activity on behalf of public outreach is reviewed and approved by this committee before distribution, and when necessary, includes legal counsel.

The outreach committee meets via a Teams videoconference biweekly, and as needed.

**REPORTING AND EVALUATION**

Monthly Activity Reports summarize work completed on behalf of IWVGA, and there is a year-end summary report intended for Board review. Evaluation is provided primarily as output measurement and includes an ongoing media Coverage Book summarizing all media placements, as well as a quarterly social media report with key metrics.

**BUDGET**

The Scope of Work and proposed budget is based on a combined hourly rate of \$240.

<b>Public Outreach Tasks</b>	<b>Unit</b>	<b>Total</b>
Deliverables as outlined above. Work is fluid depending on news from the Authority as well as updates on litigation and legislation matters. Time is recorded by the quarter-hour and billed monthly, not to exceed \$15,000 for any month.	Hourly against monthly fee cap of \$15,000	\$180,000 (not to exceed)
<b>Other Direct Costs</b>		
Monthly agency tech fee of \$395; plus digital advertising, creative design and mileage, as requested *	As quoted, and not to exceed	\$15,000 (not to exceed)
<b>Total</b>		<b>\$ 195,000</b>

*\*Expenses are itemized, and individual items require client approval (via email) over \$200*

*Contact Information*

Legal name of firm: Westbound Communications, Inc.

Address: 3649 Mission Inn Avenue, First Floor Rotunda, Riverside, CA 92501

Firm point of contact: Christopher Perez, Partner,

Office phone – (951) 462-1106

Email – cperez@westboundcommunications.com

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** November 12, 2025

**FROM:** IWVGA Staff

**SUBJECT: Agenda Item 14: Provost and Pritchard Change Orders for the Imported Water Project**

- a) Change Order under Contract for Design Services
- b) Change Order under Contract for CEQA/NEPA Documents and Permit Documentation services

## **BACKGROUND**

The Indian Wells Valley Groundwater Authority (IWVGA) executed Contract Services Agreements (CSA's) with Provost and Pritchard Consulting Group (P&P) for Design and for CEQA/NEPA Documents and Permit Documentation services for the Imported Water Pipeline Project (Project) in February 2023. The 60% design plans have been completed and P&P is currently working on the 90% design level plans, the draft Environmental Assessment and draft Environmental Impact Report (EA/ EIR).

As a result of the delays associated with getting regulatory permissions from Bureau of Land Management (BLM) to perform the required geotechnical investigations, the completion of the 90% design submittal has been delayed from its original completion date. In February 2025, the Authority Board approved a time extension of the CSA for design from March 31, 2025 to March 31, 2026.

The 90% design and the preparation of environmental documents have also been delayed due to ongoing coordination with SCE to develop the final design for power facilities required to power pumpstations No. 1, No. 2, and No. 3 for the Project. The extension of the Project's schedule has required additional project management and coordination beyond the approved budget.

## **AGENDA ITEM 13A) CHANGE ORDER UNDER CONTRACT FOR DESIGN SERVICES**

### **Discussion**

Due to the extension of the Project's schedule due to delays from BLM's regulatory delays and SCE, P&P has provided Contract Scope Amendment No. 4 for additional project management and coordination beyond the previously approved budget and schedule. This includes:

- Additional budget of \$70,344 to cover project management and coordination work with the Authority, AVEK, BLM, SCE, etc. from April through October 2025 for expenses incurred after the original Project complete date of March 31, 2025
- Additional budget of \$39,621 to cover project management and coordination efforts in November and December 2025 with the Authority, BLM, and SCE to develop a path

forward to completing the Project

In total, Contract Scope Amendment No. 4 proposes an increase in budget of \$109,965. The Amendment is included in your Board Packet for your review.

Compared to the original Contract Sum of \$6,440,000.00, approval of the Amendment brings the total approved budget increases to 7% of the original budget. The previously approved Change Orders were largely for additional work required by the BLM to obtain a Special Use Permit and a Categorical Exclusion for the geotechnical borings from BLM.

**AGENDA ITEM 13A) CHANGE ORDER UNDER CONTRACT FOR CEQA/NEPA DOCUMENTS AND PERMIT DOCUMENTATION SERVICES**

**Discussion**

Due to the extension of the Project's schedule due to delays from BLM's regulatory delays and SCE, P&P has provided Scope and Budget Amendment No. 9 for additional project management and coordination beyond the previously approved budget and schedule. This includes additional budget of \$20,066 to cover project management and coordination work with the Authority, BLM, and SCE, from April through December 2025. The Amendment is included in your Board Packet for your review.

Compared to the original Contract Sum of \$1,013,722, approval of this Amendment would bring the total approved budget increases to 54% of the original budget. The previously approved Change Orders were largely for additional work required by the BLM to obtain a Special Use Permit and a Categorical Exclusion for the geotechnical borings from BLM.

It should be noted that Omar Dandashi with Blue Mountain Development, the Authority's Program Manager for the Project, is currently developing a Project Completion Action Plan to provide a course of action and recommendations necessary to complete the Project. This may require future requests for additional budget for work that will occur in 2026 and/ or 2027.

**RECOMMENDED ACTION**

Staff recommends the Board approve:

- a) Contract Amendment No. 4 under the Contract Services Agreement with Provost and Pritchard Consulting Group for Design Services for the Imported Water Pipeline for an increase in budget of \$109,965.00 and a revised Contract Sum of \$6,902,563.00.
- b) Contract Amendment No. 9 under the Contract Services Agreement with Provost and Pritchard Consulting Group for CEQA/NEPA Documents and Permit Documentation services for the Imported Water Pipeline for an increase in budget of \$20,066 and a revised Contract Sum of \$1,561,180.00.

Funding is available within the approved 2025 and 2026 Budget under the National Environmental Protection Agency (EPA) Drinking Water System Infrastructure Resilience and Sustainability Program (Resiliency Grant).

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- Coordination with environmental team and land acquisition/right-of-way team (Task 221P)
  - Coordination with Southern California Edison (Task 275P)
  - Coordination with Cal Parks (Task 276P)
  - A summary of project activities between April and October 2025 is included as Attachment 1.
  - A summary of monthly effort from April through October 2025 is provided as Attachment 2.
  - A summary of Budget Amendment No. 4 by Task is provided as Attachment 3.
  - The remainder of the budget for the BLM Special Use Permit (Task 271P) is sufficient through the end of the year.
- Item 2-Additional project management and coordination effort in November and December 2025
    - Efforts in November and December will focus on developing a schedule and path forward to completing design in compliance with the project stakeholders and continued coordination with BLM and SCE. See Table 2 below.

Table 2

Item 2-Estimated Effort in Project Management and Coordination with SCE in November and December	
Additional Budget Requested for Task 131P - Project Management Efforts	\$32,401
Additional Budget Requested for Task 271P - Special Use Permit <sup>1</sup>	\$0
Additional Budget Requested Task 275P - Coordination with SCE	\$7,220
<b>Total</b>	<b>\$39,621</b>

The tasks listed below will be a focus of Provost &Pritchard staff in November and December 2025.

- Project Management (Task 131P)
- Coordination with BLM (Task 271P)-There is sufficient budget for the remainder of the year.
- Coordination with SCE (Task 275P)

A summary of the anticipated effort in November and December is provided in a fee estimate included as Attachment 4.

Therefore, to cover these additional and unanticipated project management and coordination tasks, we request an adjustment of **\$ 109,965** to our contract budget to accommodate this additional work through the end of 2025, as detailed below. This represents a 1.7% increase over the existing contract amount.

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<sup>1</sup> A portion of the Task 271P budget was preserved to account for additional effort in November and December 2025 on Plan of Design (POD) for Pipeline Construction Project. No additional funds for the Task 271P Budget are currently being requested.



# PROVOST & PRITCHARD CONSULTING GROUP

1518 Mill Rock Way, Suite 100, Bakersfield, CA 93311-1351 • Tel: (661) 616-5900  
www.provostandpritchard.com

The total amount requested for Budget Amendment No. 4 is \$109,965. No other tasks are impacted by this amendment. Work not performed will not be billed to the Authority.

In acknowledgement of this increase in scope and fee, please sign, date and return to Jeff Davis at Provost & Pritchard Consulting Group by emailing [jdavis@ppeng.com](mailto:jdavis@ppeng.com). Please do not hesitate to contact Jeff or myself if you have any questions regarding this amendment.

<b>Client:</b> Indian Wells Valley Groundwater Authority	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
<b>By:</b>	<b>By:</b>
<b>Name/Title:</b>	Jeffrey Eklund, P.E. Director of Operations
<b>Date Signed:</b>	11/12/2025

## **ATTACHMENT 1**

### **APRIL THRU NOVEMBER-SUMMARY OF ACTIVITIES**

#### **Project Management**

- Continued project administration from April thru October.
- Continued project management efforts to respond to IWVGA and Stetson requests, supporting their efforts to manage existing grants.
- Held introductory meetings with Blue Mountain.

#### **Coordination with Stakeholders**

- Held follow-up meetings with AVEK and Kennedy/Jenks Consultants to review their hydraulic modeling efforts upstream of the proposed AVEK turnout.
- Continued coordination with BLM staff to further the Plan of Design (POD) for the construction project. Held field meeting to review permanent access and temporary construction access.
- Continued coordination with Southern California Edison's planning group and environmental group to release the project for design later this year. Efforts included obtaining addresses for the pump stations and the regulating tank facility from the Kern County Planning Department.
- Continued coordination with Kern County Roads Department for facilities encroaching the road right-of-way.
- Continue coordination with the City of California City to provide comments on the 60% design and develop a license or franchise agreement to have pipeline facilities with the City road right-of-way.
- Obtained Right-of-Entry Permit with the California Department of Parks and Recreation.

**Attachment 2-Actual PM and Coordination Costs From April 2025 Through October 2025**

Project Management	Contract Amount	April Invoice	Budget Remaining in April	May Invoice	Budget Remaining in May	June Invoice	Budget Remaining in June	July Invoice	Budget Remaining in July	August Invoice	Budget Remaining in August	September Invoice	Budget Remaining in September	October (thru 10/31/25)	Budget Remaining in October (P&P)
Task 131P-Provost&Pritchard	\$ 327,792	\$ 5,724	\$ (30,933)		\$ (30,933)	\$ 16,275	\$ (47,208)	\$ 12,114	\$ (59,322)	\$ 5,303	\$ (64,625)		\$ (64,625)	\$ 15,773	\$ (80,398)
					\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Team Coordination</b>															
Task 121P-Coordination Meetings (Subs, AVEK, IWVWD)	\$ 90,432	\$ 279	\$ 1,180		\$ 1,180	\$ 650	\$ 530	\$ 2,551	\$ (2,021)	\$ 156	\$ (2,177)		\$ (2,177)	\$ 1,580	\$ (3,757)
Task 211P-Preliminary Design Coordination	\$ 57,585		\$ 26,301		\$ 26,301		\$ 26,301		\$ 26,301		\$ 26,301		\$ 26,301		\$ 26,301
Task 221P-Coordination with Environmental Team and ROW Team	\$ 53,547	\$ 507	\$ (1,702)		\$ (1,702)	\$ 117	\$ (1,819)		\$ (1,819)	\$ 117	\$ (1,936)		\$ (1,936)	\$ 98	\$ (2,034)
Task 251P- Coordination with Geotech (SEI)	\$ 6,886		\$ 55		\$ 55		\$ 55		\$ 55		\$ 55		\$ 55		\$ 55
Task 261P-Coordination with RF Yeager (Corrosion Consultant)	\$ 3,200		\$ 2,907		\$ 2,907		\$ 2,907		\$ 2,907		\$ 2,907		\$ 2,907		\$ 2,907
<b>Coordination with Project Stake Holders</b>															
Task 241P-Utility Coordination	\$ 44,118		\$ 2,955		\$ 2,955		\$ 2,955		\$ 2,955		\$ 2,955		\$ 2,955		\$ 2,955
Task 271P-BLM Coordination	\$ 272,970	\$ 4,039	\$ 55,973		\$ 55,973	\$ 3,775	\$ 52,198	\$ 3,175	\$ 49,023	\$ 572	\$ 48,452	\$ 8,365	\$ 40,087	\$ 13,375	\$ 26,712
Task 272P-Cal Trans Coordination	\$ 21,808		\$ 9,081		\$ 9,081		\$ 9,081		\$ 9,081		\$ 9,081		\$ 9,081	\$ -	\$ 9,081
Task 273P-California City Coordination	\$ 22,780	\$ 1,958	\$ 4,763	\$ 890	\$ 3,873	\$ 979	\$ 2,894	\$ 330	\$ 2,565	\$ 178	\$ 2,387	\$ 534	\$ 1,853		\$ 1,853
Task 274P-Coordination with Kern County Roads	\$ 32,663		\$ 4,981	\$ 534	\$ 4,447	\$ 623	\$ 3,824	\$ 89	\$ 3,735	\$ 712	\$ 3,023	\$ 1,547	\$ 1,476	\$ 640	\$ 836
Task 275P-Coordination with SCE	\$ 46,176	\$ 5,893	\$ (17,773)		\$ (17,773)	\$ 1,825	\$ (19,598)	\$ 4,963	\$ (24,560)	\$ 4,112	\$ (28,672)		\$ (28,672)	\$ 9,746	\$ (38,417)
Task 276P-Coordination with Cal Parks	\$ 8,000	\$ 1,346	\$ 2,760		\$ 2,760		\$ 2,760	\$ 156	\$ 2,604		\$ 2,604		\$ 2,604	\$ 3,831	\$ (1,227)
		\$ 19,746	\$ 60,548	\$ 1,424	\$ 59,124	\$ 24,244	\$ 34,880	\$ 23,376	\$ 11,504	\$ 11,149	\$ 355	\$ 10,446	\$ (10,091)	\$ 45,042	\$ (55,133)

**Attachment 3 Summary of Adjustments By Task**

Task	Amount Remaining	Reduction in Budget	Addition to Task 131P Budget by P&P Budget Adjustment	Addition to Task 275P Budget by P&P Budget Adjustment	Item 1(April thru Oct.)- Additional Budget Requested
Task 121P (Coordination Meetings)	(\$3,757)				\$3,757
Task 131P (General Project Management)	(\$80,398)				\$39,365
Task 211P(Preliminary Design Coordination)	\$26,301	(\$26,301)	\$26,301		
Task 221P (Env & Row Consultant Coordination)	(\$2,033)				\$2,033
Task 241P (Utility Research/Coordination)	\$2,955	(\$2,955)		\$2,955	
Task 251P (Coordination with Geotechnical Consultant)	\$55	(\$55)	\$55		
Task 261P(Coordination with Corrosion Consultant)	\$2,907	(\$2,907)	\$2,907		
Task 271P (BLM Special Use Permit)	\$26,712	(\$11,500)			
Task 272P (CalTrans Encroachment Permit)	\$9,081	(\$9,081)	\$9,081		
Task 273P (City of California City Permit)	\$1,853	(\$1,853)	\$1,853		
Task 274P (Kern Roads Agreement/Encroachment Permit)	\$836	(\$836)	\$836		
Task 275P (SCE Coordination)	(\$38,417)			\$11,500	\$23,962
Task 276P (Cal Parks Coordination)	(\$1,227)				\$1,227
		(\$55,488)	\$41,033	\$14,455	\$70,344
Expenditure over existing budget fom April through October=	(\$125,832)				

**Notes:**

1. A portion of the Task 271P budget was preserved to account for additional effort in November and December 2025 on Plan of Design (POD) for Pipeline Construction Project.
2. Remaining budget in Tasks 211P, 251P, 261P, 272P, 273P, and 274P will be transferred to Task 131P-Project Management in a forthcoming no-cost budget adjustment.
3. A portion of the remaining budget in Task 271P-BLM Special Use Permit and the remaining budget in Task 241P-Utility Research/Coordination to Task 275P-Coordination with SCE in a forthcoming no-cost budget adjustment.

ATTACHMENT 4-NOVEMBER AND DECEMBER 2025 FEE ESTIMATE FOR PROJECT MANAGEMENT AND COORDINATION TASKS

Task No.	Task	Principal Engineer V	Principal Engineer III	Principal Engineer V	Principal Engineer I	Senior Engineer V	Senior Engineer III	Associate Engineer III	Assistant Specialist I	Project Administrator or IV	Administrative Assistant III	Administrative Assistant II	Administrative Assistant II	Labor Totals	Sub-consultant Fee	Sub-cons. Fee Markup: 7.5%	Subtotal	Contingency 10%	Equipment Fee	Total Fee
		Kemp_M	Eklund_J	Davis_J	Hill_J	McGovern_M	Ojeda_A	Holmes_T	Giacomini_B	Bravo_V	Rodgers_A	Young_M	Gaxiola_A						\$0	
<b>1 Project Management</b>																				
1.1	Task 131P-Provost&Pritchard	1	5	27	6	84				4	2	2	4	\$29,455		\$0	\$29,455	\$2,946		\$32,401
		1	5	27	6	84	0	0	0	4	2	2	4						0	
	<i>Task 1 Fee Subtotal</i>	\$267	\$1,235	\$7,209	\$1,362	\$18,228	\$0	\$0	\$0	\$452	\$186	\$172	\$344	\$29,455	\$0	\$0	\$29,455	\$2,946	\$0	\$32,401
<b>2 Coordination with SCE</b>																				
2.1	Task 271P-BLM Coordination					0		0	0	0				\$0		\$0	\$0	\$0		\$0
2.2	Task 275P-Coordination with SCE			2		6	24							\$6,564		\$0	\$6,564	\$656		\$7,220
		0	0	2	0	6	24	0	0	0	0	0	0							
	<i>Task 2 Fee Subtotal</i>	\$0	\$0	\$534	\$0	\$1,302	\$4,728	\$0	\$0	\$0	\$0	\$0	\$0	\$6,564	\$0	\$0	\$6,564	\$656	\$0	\$7,220
	<b>Project Hour Subtotals</b>	<b>1</b>	<b>5</b>	<b>29</b>	<b>6</b>	<b>90</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>167</b>					<b>0</b>	
	<b>Project Fee Subtotals</b>	<b>\$267</b>	<b>\$1,235</b>	<b>\$7,743</b>	<b>\$1,362</b>	<b>\$19,530</b>	<b>\$4,728</b>	<b>\$0</b>	<b>\$0</b>	<b>\$452</b>	<b>\$186</b>	<b>\$172</b>	<b>\$344</b>	<b>\$36,019</b>	<b>\$0</b>	<b>\$0</b>	<b>\$36,019</b>	<b>\$3,602</b>	<b>\$0</b>	<b>\$39,621</b>

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# PROVOST & PRITCHARD CONSULTING GROUP

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

## SCOPE & BUDGET AMENDMENT NO. 9

<b>To:</b>	Bianca Cabrera, Stetson Engineering, Inc.	<b>Email:</b>	<a href="mailto:BiancaC@stetsonengineers.com">BiancaC@stetsonengineers.com</a>
<b>From:</b>	Dawn Marple, Principal Planner	<b>Date:</b>	October 31, 2025
<b>Subject:</b>	Indian Wells Valley Groundwater Authority Imported Pipeline Project CEQA/NEPA and Permitting Documentation: Contract Amendment No. 9 – Continued Coordination on the 50-mile Pipeline Project through end of 2025		

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

### PHASE TSK1: INITIAL COORDINATION

Continued coordination efforts with Authority staff, Blue Mountain Development, Bureau of Land Management (BLM), and now including Southern California Edison (SCE) regarding 50-mile Imported Pipeline Project tasks and activities. Continued coordination with the Provost & Pritchard (P&P) Design team is also extremely important to continue analyzing CEQA/NEPA and incorporating the analysis of the additional SCE areas. Coordination efforts will occur throughout the Project duration.

As requested by Blue Mountain Development, the proposed increase in budget in the table below includes P&P staff attendance at Authority board meetings, BLM coordination meetings, SCE coordination meetings and providing additional information (figures, technical reports, etc.) and Project correspondence tasks ending December 31<sup>st</sup>, 2025.

Task No. 1	Task Description	Principal Planner	Senior Project Administrator	Associate Planner	Senior Biologist	Labor Total
	Hourly Rate:	\$204	\$128	\$179	\$137	
1.1	Project Management	8	8			<b>\$2656</b>
1.2	Project Administration	8	8			<b>\$3,904</b>
1.3	Agency Coordination					
	SCE Meetings (Bi-weekly)	6	6	6	6	<b>\$3,750</b>
	BLM Meetings (up to 3 mtgs)	4	4		4	
	IWVGA Board Meetings	2	2			<b>\$1,952</b>
	Stetson/BMD	6	6		6	<b>\$976</b>
						<b>\$2,928</b>
<i>Task 1</i>	<i>Fee Subtotal</i>	40	40	8	32	
	<i>Current unbilled time and overbudget April – Oct 2025</i>	\$7,344	\$4,608	\$1,096	\$4,368	<b>\$16,166</b>
						<b>\$3,900</b>
<i>Total</i>						<b>\$20,066</b>

In acknowledgement of this amendment, please sign, date and return to Dawn Marple at Provost & Pritchard Consulting Group by emailing [dmarple@ppeng.com](mailto:dmarple@ppeng.com).

**Client:** Indian Wells Valley Ground Water Authority

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

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**By:**

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**By:**

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**Name/Title:**

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**Name/Title:** Heather Bashian, PE  
Director of Operations

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**Date Signed:**

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**Date Signed:**

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DRAFT

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** December 10, 2025

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 15 – Amendment to the Contract Service Agreement with Provost and Pritchard Consulting Group for Design Services for the Imported Water Pipeline**

## **BACKGROUND AND DISCUSSION**

On March 31, 2023, the Indian Wells Valley Groundwater Authority (IWVGA) executed a Contract Services Agreement (CSA) with Provost and Pritchard Consulting Group (P&P) for design services for the Imported Water Pipeline Project (Project).

A Sustainable Groundwater Management Act (SGMA) Implementation Grant through the California Department of Water Resources has provided \$7.6 million for planning and design for the Imported Water Pipeline Project. Additionally, the IWVGA has been awarded \$2.79 million in federal grant funding from the Environmental Protection Agency’s Drinking Water System Infrastructure Resilience and Sustainability Program to complete planning and design for the Project.

P&P has completed several major Project milestones including development of a Preliminary Design Report, 30% Design level plans, 60% Design level plans, and Technical Study Memorandums.

The First Amended and Restated CSA extended the terms of the agreement from March 31, 2024 to March 31, 2026. The time extension was needed due to delays associated with environmental and permitting requirements from the Bureau of Land Management (BLM) to perform geotechnical investigations along the pipeline alignment.

In addition, the 90% design has been delayed due to ongoing coordination with SCE to develop the final design for power facilities required to power pumpstations No. 1, No. 2, and No. 3 for the Project. SCE’s completion of the design of the power facilities is expected in the next three months.

It is anticipated that the final Design Submittal will be provided to the IWVGA by the end of 2026. The IWVGA may need assistance from P&P to complete Grant invoicing and reporting through approximately March 31, 2027. Therefore, an amendment to the CSA is needed to extend the term of the agreement to March 31, 2027.

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

Staff recommends the Board approve the amendment to extend the terms of the CSA with Provost and Pritchard Consulting Group for Design Services for the Imported Water Pipeline through March 31, 2027.

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**SECOND AMENDMENT AND RESTATEMENT TO THE CONTRACT SERVICES  
AGREEMENT BETWEEN  
THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY  
AND PROVOST AND PRITCHARD CONSULTING GROUP  
(CONVEYANCE DESIGN SERVICES)**

This Second Amendment to the Agreement is made effective January 1, 2026 by and between the Indian Wells Valley Groundwater Authority ("Authority") and Provost and Pritchard Consulting Group ("Contractor"), with reference to the following facts which are acknowledged by each party as true and correct:

**RECITALS**

- A. Authority and Contractor entered into an agreement on or about February, 2023 for Design services ("Agreement").
- B. The Agreement has a termination date of one year from its effective date.
- C. On January 1, 2024, the parties entered into a First Amendment and Restatement to the Agreement extending the agreement to March 31, 2026.
- D. The parties wish to reaffirm the terms of the Agreement and extend the terms such that there is no gap in the Contract term.

**AMENDMENT**

NOW, THEREFORE, it is agreed by and between the parties as follows:

- 1. The above recitals are true and correct.
- 2. Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than March 31, 2027, except as otherwise provided in the Schedule (Exhibit "A")."

- 3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment and Restatement to the Agreement to be executed the dates set forth below.

Signature Page to Follow.

**AUTHORITY:**

Indian Wells Valley Groundwater Authority

\_\_\_\_\_  
Carol Thomas-Keefer, General Manager  
Date:

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Keith Lemieux, Board Counsel

**CONTRACTOR:**

Provost and Pritchard Consulting Group

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:  
Address: 1518 Mill Rock Way, Suite 100  
Bakersfield, CA 93311

01351.0113 2069496.2 12/4/2025 NOTE: If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation’s “Operational Group” (Chair of the board, President or a Vice-president) and; (B) one from the corporation’s “Financial Group” (Secretary, Assistant secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code section 313.

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**FIRST AMENDMENT AND RESTATEMENT TO THE CONTRACT SERVICES AGREEMENT  
BETWEEN  
THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY  
AND PROVOST AND PRITCHARD CONSULTING GROUP  
(CONVEYANCE DESIGN)**

This First Amendment and Restatement to the Agreement is made effective as of January 1, 2024 by and between the Indian Wells Valley Groundwater Authority ("Authority"), and Provost and Pritchard Consulting Group ("Contractor"), with reference to the following facts which are acknowledged by each party as true and correct:

**RECITALS**

- A. Authority and Contractor entered into an agreement on or about March 31, 2023 for Imported Water Conveyance Design Services ("Agreement").
- B. The Agreement has a termination date of one year from its effective date.
- C. The parties wish to reaffirm the terms of the Agreement and extend the term of thereof such that there is no gap in the Contract term.

**AMENDMENT**

NOW, THEREFORE, it is agreed by and between the parties as follows:

- 1. The above recitals are true and correct.
- 2. Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:  
  
"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than March 31, 2026, except as otherwise provided in the Schedule (Exhibit "A")."
- 3. All other terms and conditions of the Agreement are hereby restated and incorporated herein as if set forth in full and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment and Restatement to the Agreement to be executed the days set forth below.

Signature Page to Follow.

**AUTHORITY:**

Indian Wells Valley Groundwater Authority

Carol Thomas-Keefer

Carol Thomas-Keefer (Feb 27, 2025 18:01 PST)  
Carol Thomas-Keefer, General Manager

Date:

**APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP**



Keith Lemieux, Board Counsel

**CONTRACTOR:**

Provost and Pritchard Consulting Group

By: Jeffrey Eklund  
Name: Jeffrey Eklund  
Title: Director of Operations  
Date: 3/11/2025

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: 1800 30<sup>th</sup> Street, Suite 280  
Bakersfield, CA 93301

01351.0113/1050191.2 NOTE: If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation's "Operational Group" (Chair of the board, President or a Vice-president) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code section 313.

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**CONTRACT SERVICES AGREEMENT**

**By and Between**

**Indian Wells Valley Groundwater Authority**

**and**

**Provost and Pritchard Consulting Group**

**for Imported Water Conveyance Design Services**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

**AND**

**PROVOST AND PRITCHARD CONSULTING GROUP**

**FOR IMPORTED WATER CONVEYANCE DESIGN SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Indian Wells Valley Groundwater Authority, ("Authority") and Provost and Pritchard Consulting Group ("Contractor"). Authority and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

**RECITALS**

- A. Whereas, the Authority has recently secured a SGMA-Implementation grant funding opportunity through DWR for planning and design-level activities intended to bring new imported water supplies into the Basin. ;
- B. Whereas, on December 19, 2022 the Authority released a Request for Proposals ("RFP") for design services for an imported water conveyance system. ;
- C. Whereas, Contractor responded to the RFP and the Authority and Contractor desire to enter into this Agreement for the completion of design services.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONTRACTOR/CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" in its proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein as Exhibit "A," which may be referred to herein as the "services" or "work" hereunder. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. As a material inducement to the Authority entering into this Agreement, Contractor represents that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement. Contractor shall at all times and to the best of its ability, experience and talent, perform all services described herein. Contractor represents that it shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same

time and in the same or similar locality. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard. The Contractor makes no warranty, expressed or implied, as to its professional services rendered under this Agreement.

### **1.2 Compliance With Law.**

Contractor shall keep itself informed concerning, and shall endeavor to render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

### **1.3 Licenses, Permits, Fees and Assessments.**

Contractor 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. Contractor 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 Contractor's performance of the services required by this Agreement, and shall indemnify, and hold harmless the Authority, its officers, employees or agents of the Authority, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the Authority hereunder.

### **1.4 Familiarity with Work.**

By executing this Agreement, Contractor represents that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor represents that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the Authority of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Water Resource Manager.

### **1.5 Care of Work.**

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by the Authority, except such losses or damages as may be caused by the Authority's own negligence.

## **1.6 Further Responsibilities of Parties.**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, Authority agrees to pay Contractor the amounts specified in the "Fee Structure and Schedule" included in Exhibit "A" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Six Million, Four Hundred and Forty Thousand Dollars (\$6,440,000.00) (the "Contract Sum").

### **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

### **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Water Resource Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the Authority. Coordination of the performance of the work with the Authority is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

### **2.4 Invoices.**

Each month Contractor shall furnish to the Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "B", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor

contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice Authority for any duplicate services performed by more than one person.

Authority shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to the Authority's warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by the Authority to Contractor for correction and resubmission. Review and payment by Authority for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### **2.5 Waiver.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement. Contractor shall not be responsible for delays for any and all causes beyond its reasonable control.

### **3.2 Schedule of Performance.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule" included in Exhibit "A" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule may be approved in writing by the Water Resource Manager but not exceeding one hundred eighty (180) days cumulatively.

### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Contractor shall within ten (10) days of the commencement of such delay notify the Water Resource Manager in writing of the causes of the delay. The Water Resource Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the

period of the enforced delay when and if in the judgment of the Water Resource Manager such delay is justified. The Water Resource Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule (Exhibit "A").

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jeff Eklund, P.E.	Principal In Charge
Jeff Davis, P.E.	Project Manager
Mike McGovern, P.E.	Project Engineer – Pipeline
Joseph Long, P.E.	Project Engineer – Pump Stations

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for the Authority to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the Authority. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify the Authority of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

**4.2 Status of Contractor.**

Contractor shall have no authority to bind the Authority in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the Authority, whether by contract

or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the Authority. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of the Authority. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the Authority's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### **4.3 Water Resource Manager.**

The Water Resource Manager shall be such person as may be designated by the Authority. It shall be the Contractor's responsibility to assure that the Water Resource Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by the Authority to the Water Resource Manager. Unless otherwise specified herein, any approval of the Authority required hereunder shall mean the approval of the Water Resource Manager. The Water Resource Manager shall have authority, if specified in writing by the Authority Manager, to sign all documents on behalf of the Authority required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. The Authority shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of the Authority and shall remain at all times as to the Authority a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the Authority. The Authority shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint ventures or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Authority to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Authority. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the Authority. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall

release the Contractor or any surety of Contractor of any liability hereunder without the express consent of the Authority.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

### **5.1 Insurance Coverages.**

Without limiting Contractor's indemnification of the Authority, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

### **5.2 General Insurance Requirements.**

(a) Proof of insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements

must be approved by the Authority prior to commencement of performance. Current certification of insurance shall be kept on file with the Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time. Contractor may redact confidential or financial details unrelated to coverage requirements set forth herein.

(b) Duration of coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

© Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor or the Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, its member agencies, elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that the Authority and its officers, officials, employees, and agents, and volunteers shall be additionally insured under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additionally insured ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Contractor agrees to ensure that its subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be submitted to the Authority for review.

(n) Authority's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured

retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(p) Timely notice of claims. Contractor shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### **5.3 Indemnification.**

To the full extent permitted by law, Contractor agrees to indemnify and hold harmless, but not defend, the Authority, its member agencies, its officers, employees and agents ("Indemnified Parties") against, and will hold and save each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") claimed by any person, firm or entity to the extent caused by the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor;

(b) To the extent covered above, Contractor will promptly pay any judgment rendered against the Authority, its officers, agents or employees for any such claims or liabilities to the extent caused by the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Authority, its officers, agents, and employees harmless therefrom.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify the Authority hereunder therefore, and failure of the Authority to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of the Authority's negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities

resulting in part from the Authority's negligence, except that Contractor's indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the Contractor. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

The Authority agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and subconsultants (collectively, Contractor) against all damages or liabilities, to the extent caused by the Authority's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Authority is legally liable.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to the Authority and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Water Resource Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. Upon forty-eight (48) hours written notice to the Contractor, the Water Resource Manager shall have full and free access to such books and records at all times during normal business hours of Contractor, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Authority shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to the Authority, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the Authority in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act. Any such access shall be limited to those books and records specific to the services required by this Agreement and shall occur at the Contractor's place of business as designated by the Contractor at the time notice is provided to the Contractor.

### **6.2 Reports.**

Contractor shall periodically prepare and submit to the Water Resource Manager such reports concerning the performance of the services required by this Agreement as the Water Resource Manager shall require. Contractor hereby acknowledges that the Authority is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Water Resource Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto

and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Water Resource Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Authority's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to the Authority of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify the Authority for all damages resulting therefrom.

### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than Authority without prior written authorization from the Water Resource Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Water Resource Manager or unless requested by the Authority Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Authority notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then Authority shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify the Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the

work performed there under. Authority retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Kern, State of California, or any other appropriate court in such county, and Contractor represents and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the City of Fresno, State of California.

### **7.2 Disputes; Default.**

In the event that Contractor is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Authority may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Authority may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Authority to give notice of the Contractor's default shall not be deemed to result in a waiver of the Authority's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Contractor hereby authorizes the Authority to deduct from any amount payable to Contractor (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Authority for any losses, costs, liabilities, or damages suffered by Authority, and (ii) all amounts for which the Authority may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Authority may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the

Authority to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Authority as elsewhere provided herein.

#### **7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the Authority of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement. In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

#### **7.7 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of

notice may be such shorter time as may be determined by the Water Resource Manager. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to the Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Water Resource Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Water Resource Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Water Resource Manager, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### **7.8 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages), and the Authority may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

#### **7.9 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. AUTHORITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **8.1 Non-liability of Authority Officers and Employees.**

No officer or employee of the Authority shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

## **8.2 Conflict of Interest.**

Contractor represents that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Authority or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further represents that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Water Resource Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the Authority in the performance of this Agreement.

No officer or employee of the Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor represents that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

## **8.3 Covenant Against Discrimination.**

Contractor represents that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against the Authority for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse the Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the Authority.

# **ARTICLE 9. MISCELLANEOUS PROVISIONS**

## **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and

either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the attention of the Water Resource Manager (with her/his name and Authority title), Indian Wells Valley Groundwater Authority, 100 West California Avenue, Ridgecrest California 93555 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in five (5) business days from the time of mailing if mailed as provided in this Section.

## **9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

## **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

## **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Authority Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

## **9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

## **9.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly

or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_

**9.7 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto represent that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**AUTHORITY:**

Indian Wells Valley Groundwater Authority

Carol Thomas-Keefer  
Carol Thomas-Keefer (Feb 28, 2023 11:10 PST)

Carol Thomas-Keefer, Acting General Manager

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

Keith Lemieux  
Keith Lemieux (Feb 28, 2023 11:57 PST)

Keith Lemieux, Board Counsel

**CONTRACTOR:**

Provost and Pritchard Consulting Group

By: Ronald J. Samuelian  
Name: RONALD J. SAMUELIAN  
Title: PRESIDENT/CEO

By: Michael G. Taylor  
Name: MICHAEL G. TAYLOR  
Title: ASSISTANT SECRETARY

Address: 1800 30<sup>th</sup> Street, Suite 280  
Bakersfield, CA 93301

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of FRESNO

On February 13, 2023 before me, Laurie Sales, Notary Public, personally appeared

Ronald J. Samuelian

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Laurie Sales  
Signature of Notary Public



-----OPTIONAL DATA FOR SECURITY -----

Name of Document: Contract Services Agreement  
PWUGSA Import Water Design

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Number of Signatures Notarized (circle): 1 2 3 4 Other: \_\_\_\_\_

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Thumbprint

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of FRESNO

On February 13, 2023 before me, Laurie Sales, Notary Public, personally appeared

Michael Taylor

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Laurie Sales  
Signature of Notary Public



-----OPTIONAL DATA FOR SECURITY -----

Name of Document: Contract Services Agreement  
1WVGS - imported water design

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Number of Signatures Notarized (circle): 1 2 3 4 Other: \_\_\_\_\_

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Thumbprint

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**EXHIBIT "A"**

**Contractor's Proposal**

**EXHIBIT "B"**

**Invoice Sample**













# Imported Water Conveyance

Final Audit Report

2023-02-28

Created:	2023-02-27
By:	April Keigwin (akeigwin@rgs.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAakJpMTvKIEmfZKNKXVwG5wY_uPA-vA92M

## "Imported Water Conveyance" History

-  Document created by April Keigwin (akeigwin@rgs.ca.gov)  
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-  Signer cthomaskeeper@rgs.ca.gov entered name at signing as Carol Thomas-Keefer  
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-  Signer klemieux@awattorneys.com entered name at signing as Keith Lemieux  
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-  Document e-signed by Keith Lemieux (klemieux@awattorneys.com)  
Signature Date: 2023-02-28 - 7:57:03 PM GMT - Time Source: server- IP address: 173.239.218.107
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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** December 10, 2025

**FROM:** IWVGA Staff

**SUBJECT:** **Agenda Item 16 – Amendment to the Contract Service Agreement with Provost and Pritchard Consulting Group for CEQA/NEPA Documents and Permit Documentation Services for the Imported Water Pipeline**

## **BACKGROUND AND DISCUSSION**

In February 2023, the Indian Wells Valley Groundwater Authority (IWVGA) executed a Contract Services Agreement (CSA) with Provost and Pritchard Consulting Group (P&P) for CEQA/NEPA Documents and Permit Documentation services for the Imported Water Pipeline Project (Project).

A Sustainable Groundwater Management Act (SGMA) Implementation Grant through the California Department of Water Resources has provided \$7.6 million for planning and design for the Imported Water Pipeline Project. Additionally, IWVGA has been provided \$2.79 million in federal grant funding from the Environmental Protection Agency’s Drinking Water System Infrastructure Resilience and Sustainability Program to complete planning and design for the Project.

P&P has completed several major Project milestones including development of Technical Study Memorandums for Biological Resources, Cultural Resources, Air Quality, Noise, and Aquatic Resources, draft Biological Assessment and draft Biological Evaluation, a final Initial Study, and administrative draft Environmental Assessment and Environmental Impact Report (EA/ EIR) for compliance with California Environmental Quality Act and National Environmental Policy Act regulations and guidelines.

The First Amended and Restated CSA extended the terms of the agreement from February 2024 to December 31, 2025 to allow P&P to complete their work. The time extension was needed due to delays associated with environmental and permitting requirements from the Bureau of Land Management (BLM) to perform geotechnical investigations along the pipeline alignment.

In addition, the Project’s design has been delayed due to ongoing coordination with SCE to develop the final design for power facilities required to power pumpstations No. 1, No. 2, and No. 3 for the Project. The incorporation of power facilities into the design is required for P&P to complete the draft EA/EIR. SCE’s completion of the design of the power facilities is expected in the next three months.

It is anticipated that the final EA/EIR will be provided to the IWVGA by mid- 2026. Afterwards,

P&P may need to as IWVGA may need assistance from P&P to complete Grant invoicing and reporting through approximately March 31, 2027.

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

Staff recommends the Board approve the amendment to extend the terms of the CSA with Provost and Pritchard Consulting Group for CEQA/NEPA Documents and Permit Documentation Services for the Imported Water Pipeline through March 31, 2027.

\\server4\data\Jobs\2652 IWVGA\01 - Prep & Attend Board, PAC, & TAC meetings\Board\2025\2 - February 2025\DRAFT - Item 12 - Staff Report - Design - 02.06.25.docx

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**SECOND AMENDMENT AND RESTATEMENT TO THE CONTRACT SERVICES  
AGREEMENT BETWEEN  
THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY  
AND PROVOST AND PRITCHARD CONSULTING GROUP  
(CEQA/NEPA SERVICES)**

This Second Amendment and Restatement to the Agreement is made effective as of January 1, 2026, by and between the Indian Wells Valley Groundwater Authority ("Authority"), and Provost and Pritchard Consulting Group ("Contractor"), with reference to the following facts which are acknowledged by each party as true and correct:

**RECITALS**

- A. Authority and Contractor entered into an agreement on or about February 2023 for Imported Water Conveyance CEQA/NEPA Services ("Agreement").
- B. The Agreement has a termination date of one year from its effective date.
- C. On January 1, 2024, the parties entered into a First Amendment and Restatement to the Agreement extending the terms of the Agreement to December 31, 2025.
- D. The parties wish to reaffirm the terms of the Agreement and extend the terms such that there is no gap in the Contract term.

**AMENDMENT**

NOW, THEREFORE, it is agreed by and between the parties as follows:

- 1. The above recitals are true and correct.
- 2. Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than March 31, 2027, except as otherwise provided in the Schedule (Exhibit "A")."

- 3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment and Restatement to the Agreement to be executed the days set forth below.

Signature Page to Follow.

**AUTHORITY:**

Indian Wells Valley Groundwater Authority

\_\_\_\_\_  
Carol Thomas-Keefer, General Manager  
Date:

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Keith Lemieux, Board Counsel

**CONTRACTOR:**

Provost and Pritchard Consulting Group

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:

Address: 1800 30<sup>th</sup> Street, Suite 280  
Bakersfield, CA 93301

01351.0113 2069494.1 12/2/2025 NOTE: If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation’s “Operational Group” (Chair of the board, President or a Vice-president) and; (B) one from the corporation’s “Financial Group” (Secretary, Assistant secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code section 313.

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**FIRST AMENDMENT AND RESTATEMENT TO THE CONTRACT SERVICES AGREEMENT  
BETWEEN  
THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY  
AND PROVOST AND PRITCHARD CONSULTING GROUP  
(CEQA/NEPA SERVICES)**

This First Amendment and Restatement to the Agreement is made effective January 1, 2024 by and between the Indian Wells Valley Groundwater Authority ("Authority") and Provost and Pritchard Consulting Group ("Contractor"), with reference to the following facts which are acknowledged by each party as true and correct:

**RECITALS**

- A. Authority and Contractor entered into an agreement on or about February, 2023 for CEQA/NEPA services ("Agreement").
- B. The Agreement has a termination date of one year from its effective date..
- C. The parties wish to reaffirm the terms of the Agreement and extend the term of thereof such that there is no gap in the Contract term.

**AMENDMENT**

NOW, THEREFORE, it is agreed by and between the parties as follows:

- 1. The above recitals are true and correct.
- 2. Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than December 31, 2025, except as otherwise provided in the Schedule (Exhibit "A")."

- 3. All other terms and conditions of the Agreement are hereby restated and incorporated herein as if set forth in full and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment and Restatement to the Agreement to be executed the dates set forth below.

Signature Page to Follow.

**AUTHORITY:**

Indian Wells Valley Groundwater Authority

Carol Thomas-Keefer  
Carol Thomas-Keefer (Feb 27, 2025 10:58 PM)  
Carol Thomas-Keefer, General Manager  
Date:

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP



Keith Lemieux, Board Counsel

**CONTRACTOR:**

Provost and Pritchard Consulting Group

By: Heather Bashian  
Name: Heather Bashian, PE  
Title: Director of Operations  
Date: April 10, 2025

Signed by:  
By: Russ McKay  
Name: RUSS MCKAY  
Title: Chief Financial Officer  
Date: 4/10/2025  
Address: 1800 30<sup>th</sup> Street, Suite 280  
Bakersfield, CA 93301

01351.0113/1050189.2 NOTE: If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation’s “Operational Group” (Chair of the board, President or a Vice-president) and; (B) one from the corporation’s “Financial Group” (Secretary, Assistant secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code section 313.






# FINAL - Item 14B - Attachment 1 - Env CSA Amend - 02.07.25

Final Audit Report

2025-02-28

Created:	2025-02-27
By:	April Keigwin (akeigwin@rgs.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAejczXlfBy41qtq7mWOa0TmvVgzawlKv3

## "FINAL - Item 14B - Attachment 1 - Env CSA Amend - 02.07.25" History

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**CONTRACT SERVICES AGREEMENT**

**By and Between**

**Indian Wells Valley Groundwater Authority**

**and**

**Provost and Pritchard Consulting Group**

**for CEQA/NEPA and Permit Documentation Services**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

**AND**

**PROVOST AND PRITCHARD CONSULTING GROUP  
FOR CEQA/NEPA AND PERMIT DOCUMENTATION SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Indian Wells Valley Groundwater Authority, ("Authority") and Provost and Pritchard Consulting Group ("Contractor"). Authority and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

**RECITALS**

- A. Whereas, the Authority has recently secured a SGMA-Implementation grant funding opportunity through DWR for planning and design-level activities intended to bring new imported water supplies into the Basin. ;
- B. Whereas, on December 19, 2022 the Authority released a Request for Proposals ("RFP") for CEQA/NEPA Documents and Permit Documentation services related to an imported water conveyance system. ;
- C. Whereas, Contractor responded to the RFP and the Authority and Contractor desire to enter into this Agreement for the completion of design services.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONTRACTOR/CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" in its proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein as Exhibit "A," which may be referred to herein as the "services" or "work" hereunder. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. As a material inducement to the Authority entering into this Agreement, Contractor represents that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement. Contractor shall at all times and to the best of its ability, experience and talent, perform all services described herein. Contractor represents that it shall perform in a manner consistent with that degree of care and skill ordinarily exercised by

members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard. The Contractor makes no warranty, expressed or implied, as to its professional services rendered under this Agreement...

## **1.2 Compliance With Law.**

Contractor shall keep itself informed concerning, and shall endeavor to render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

## **1.3 Licenses, Permits, Fees and Assessments.**

Contractor 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. Contractor 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 Contractor's performance of the services required by this Agreement, and shall indemnify, and hold harmless the Authority, its officers, employees or agents of the Authority, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the Authority hereunder.

## **1.4 Familiarity with Work.**

By executing this Agreement, Contractor represents that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor represents that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the Authority of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Water Resource Manager.

## **1.5 Care of Work.**

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by the Authority, except such losses or damages as may be caused by the Authority's own negligence.

## **1.6 Further Responsibilities of Parties.**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, Authority agrees to pay Contractor the amounts specified in the "Fee Structure and Schedule" included in Exhibit "A" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million, Thirteen Thousand, Seven Hundred and Twenty-Two Dollars (\$1,013,722.00) (the "Contract Sum").

### **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

### **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Water Resource Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the Authority. Coordination of the performance of the work with the Authority is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

### **2.4 Invoices.**

Each month Contractor shall furnish to the Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "B", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor

contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice Authority for any duplicate services performed by more than one person.

Authority shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to the Authority's warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by the Authority to Contractor for correction and resubmission. Review and payment by Authority for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### **2.5 Waiver.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement. Contractor shall not be responsible for delays for any and all causes beyond its reasonable control.

### **3.2 Schedule of Performance.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule" included in Exhibit "A" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule may be approved in writing by the Water Resource Manager but not exceeding one hundred eighty (180) days cumulatively.

### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Contractor shall within ten (10) days of the commencement of such delay notify the Water Resource Manager in writing of the causes of the delay. The Water Resource Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the

period of the enforced delay when and if in the judgment of the Water Resource Manager such delay is justified. The Water Resource Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### **3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule (Exhibit "A").

## **ARTICLE 4. COORDINATION OF WORK**

### **4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Heather Bashian, P.E., QSD	Principal In Charge
Dena Giacomini, P.E.	Project Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for the Authority to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the Authority. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify the Authority of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### **4.2 Status of Contractor.**

Contractor shall have no authority to bind the Authority in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the Authority. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any

manner officials, officers, employees or agents of the Authority. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the Authority's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### **4.3 Water Resource Manager.**

The Water Resource Manager shall be such person as may be designated by the Authority. It shall be the Contractor's responsibility to assure that the Water Resource Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by the Authority to the Water Resource Manager. Unless otherwise specified herein, any approval of the Authority required hereunder shall mean the approval of the Water Resource Manager. The Water Resource Manager shall have authority, if specified in writing by the Authority Manager, to sign all documents on behalf of the Authority required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. The Authority shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of the Authority and shall remain at all times as to the Authority a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the Authority. The Authority shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint ventures or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Authority to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Authority. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the Authority. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of the Authority.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

### **5.1 Insurance Coverages.**

Without limiting Contractor's indemnification of the Authority, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

### **5.2 General Insurance Requirements.**

(a) Proof of insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Authority prior to commencement of performance. Current certification of insurance shall be kept on file with the Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required

insurance policies, at any time. Contractor may redact confidential or financial details unrelated to coverage requirements set forth herein.

(b) Duration of coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

© Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor or the Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, its member agencies, elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given

issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that the Authority and its officers, officials, employees, and agents, and volunteers shall be additionally insured under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additionally insured ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Contractor agrees to ensure that its subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be submitted to the Authority for review.

(n) Authority's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(p) Timely notice of claims. Contractor shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's

performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### **5.3 Indemnification.**

To the full extent permitted by law, Contractor agrees to indemnify and hold harmless, but not defend, the Authority, its member agencies, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, costs, penalties, obligations, errors, omissions or liabilities (herein “claims or liabilities”) claimed by any person, firm or entity to the extent caused by the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor’s or indemnitors’ reckless or willful misconduct, or arising from Contractor’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor has no obligation to pay for any of the indemnitees’ defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor’s finally determined percentage of liability based upon the comparative fault of Contractor;

(b) To the extent covered above, Contractor will promptly pay any judgment rendered against the Authority, its officers, agents or employees for any such claims or liabilities to the extent caused by the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Authority, its officers, agents, and employees harmless therefrom.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify the Authority hereunder therefore, and failure of the Authority to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of the Authority’s negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from the Authority’s negligence, except that Contractor’s indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the Contractor. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

The Authority agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and subconsultants (collectively, Contractor) against all damages or liabilities, to the extent caused by the Authority's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Authority is legally liable.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to the Authority and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Water Resource Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. Upon forty-eight (48) hours written notice to the Contractor, the Water Resource Manager shall have full and free access to such books and records at all times during normal business hours of Contractor, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Authority shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to the Authority, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the Authority in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act. Any such access shall be limited to those books and records specific to the services required by this Agreement and shall occur at the Contractor's place of business as designated by the Contractor at the time notice is provided to the Contractor.

### **6.2 Reports.**

Contractor shall periodically prepare and submit to the Water Resource Manager such reports concerning the performance of the services required by this Agreement as the Water Resource Manager shall require. Contractor hereby acknowledges that the Authority is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Water Resource Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Water Resource Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Authority’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to the Authority of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify the Authority for all damages resulting therefrom.

### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than Authority without prior written authorization from the Water Resource Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Water Resource Manager or unless requested by the Authority Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives Authority notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then Authority shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify the Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Authority retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any

response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Kern, State of California, or any other appropriate court in such county, and Contractor represents and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the City of Fresno, State of California.

### **7.2 Disputes; Default.**

In the event that Contractor is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Authority may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Authority may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Authority to give notice of the Contractor's default shall not be deemed to result in a waiver of the Authority's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Contractor hereby authorizes the Authority to deduct from any amount payable to Contractor (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Authority for any losses, costs, liabilities, or damages suffered by Authority, and (ii) all amounts for which the Authority may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Authority may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the Authority to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Authority as elsewhere provided herein.

#### **7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the Authority of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement. In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

#### **7.7 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Water Resource Manager. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to the Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Contractor may

determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Water Resource Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Water Resource Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Water Resource Manager, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### **7.8 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages), and the Authority may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

#### **7.9 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. AUTHORITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **8.1 Non-liability of Authority Officers and Employees.**

No officer or employee of the Authority shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

#### **8.2 Conflict of Interest.**

Contractor represents that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests

of Authority or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further represents that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Water Resource Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the Authority in the performance of this Agreement.

No officer or employee of the Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor represents that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Contractor represents that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against the Authority for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse the Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the Authority.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the attention of the Water Resource Manager (with her/his name and Authority title), Indian Wells Valley Groundwater Authority, 100 West California Avenue, Ridgecrest California 93555 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this

Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in five (5) business days from the time of mailing if mailed as provided in this Section.

## **9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

## **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

## **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Authority Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

## **9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

## **9.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor represents that it has not paid or given, and will not pay or give, to any third

party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_

**9.7 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto represent that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**AUTHORITY:**

Indian Wells Valley Groundwater Authority

Carol Thomas-Keefer

Carol Thomas-Keefer (Feb 28, 2023 11:11 PST)

Carol Thomas-Keefer, Acting General Manager

**APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP**

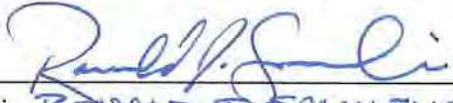
Keith Lemieux

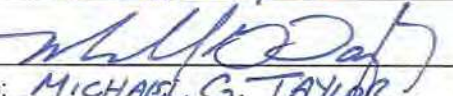
Keith Lemieux (Feb 28, 2023 11:56 PST)

Keith Lemieux, Board Counsel

**CONTRACTOR:**

Provost and Pritchard Consulting Group

By:   
Name: RONALD J. SAMUELIAN  
Title: PRESIDENT/CEO

By:   
Name: MICHAEL G. TAYLOR  
Title: ASSISTANT SECRETARY

Address: 1800 30<sup>th</sup> Street, Suite 280  
Bakersfield, CA 93301

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of FRESNO

On February 13, 2003 before me, Laurie Sales, Notary Public, personally appeared

Ronald J. Samuelian

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Laurie Sales  
Signature of Notary Public



-----OPTIONAL DATA FOR SECURITY -----

Name of Document: Contract Services Agreement

IWVGS& CEQA NEPA

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Number of Signatures Notarized (circle): 1 2 3 4 Other: \_\_\_\_\_

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of FRESNO

On February 13, 2023 before me, Laurie Sales, Notary Public, personally appeared

Michael Taylor

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Laurie Sales  
Signature of Notary Public



-----OPTIONAL DATA FOR SECURITY -----

Name of Document: Contract Services Agreement

Document Date: 1/11/2023

Number of Pages: \_\_\_\_\_

Number of Signatures Notarized (circle): 2 3 4 Other: \_\_\_\_\_

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**EXHIBIT "A"**

**Contractor's Proposal**

**EXHIBIT "B"**

**Invoice Sample**













# CEQA\_NEPA

Final Audit Report

2023-02-28

Created:	2023-02-27
By:	April Keigwin (akeigwin@rgs.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw7qqDfC7sGhxgRSqts3MnIU7WikKHZdu

## "CEQA\_NEPA" History

-  Document created by April Keigwin (akeigwin@rgs.ca.gov)  
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2023-02-27 - 5:36:33 PM GMT
-  Email viewed by cthomaskeeper@rgs.ca.gov  
2023-02-28 - 7:10:31 PM GMT- IP address: 174.243.241.63
-  Signer cthomaskeeper@rgs.ca.gov entered name at signing as Carol Thomas-Keefer  
2023-02-28 - 7:10:58 PM GMT- IP address: 174.243.241.63
-  Document e-signed by Carol Thomas-Keefer (cthomaskeeper@rgs.ca.gov)  
Signature Date: 2023-02-28 - 7:11:00 PM GMT - Time Source: server- IP address: 174.243.241.63
-  Document emailed to klemieux@awattorneys.com for signature  
2023-02-28 - 7:11:02 PM GMT
-  Email viewed by klemieux@awattorneys.com  
2023-02-28 - 7:56:17 PM GMT- IP address: 173.239.218.78
-  Signer klemieux@awattorneys.com entered name at signing as Keith Lemieux  
2023-02-28 - 7:56:35 PM GMT- IP address: 173.239.218.105
-  Document e-signed by Keith Lemieux (klemieux@awattorneys.com)  
Signature Date: 2023-02-28 - 7:56:37 PM GMT - Time Source: server- IP address: 173.239.218.105
-  Agreement completed.  
2023-02-28 - 7:56:37 PM GMT

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# IWVGA ADMINISTRATIVE OFFICE

*STAFF REPORT*

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**TO:** IWVGA Board Members **DATE:** December 10, 2025

**FROM:** IWVGA Water Resources Manager

**SUBJECT: AGENDA ITEM 17 – WATER RESOURCES MANAGER’S REPORT**

## **AGENDA ITEM 17a – GRANT FUNDING UPDATE**

### SGMA Implementation Round 1 Update

- Invoice #12
  - Covers April 2025 to June 2025
  - Total requested payment: \$416,489.14
  - Status: Submitted to DWR, awaiting payment.
- Invoice #13
  - Covers July 2025 to September 2025
  - Total requested payment: \$32,759.14
  - Status: Submitted to DWR, awaiting payment.

### 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.
- Potential systems/wells for consolidation in areas near impacted shallow wells are being further investigated, preliminary feasibility study and cost estimates are currently being prepared.
  - Rademacher consolidation project currently underway
  - Reimbursement Agreement between IWVGA and IWVWD signed
  - Phase 1 construction complete
    - Two properties hooked up to completed pipeline (Sanchez and Bassett)
  - Phase 2 design completed and sent to Division of Drinking Water for approval
- Stark St consolidation feasibility study underway
- Request for Amendment to Grant Agreement underway
  - Extend work completion date beyond December 31, 2026
  - Reallocation of funds under Category A: Project Administration and Category B: Land Purchase/Easement to Category C: Planning/Design/Engineering/ Environmental Documentation and Category D: Construction/Implementation.
- Invoice #6
  - Covers April 2025 to June 2025
  - Total requested payment: \$173,391.45
  - Status: DWR approved, received payment.

- Invoice #7
  - Covers July 2025 to September 2025
  - Total requested payment: \$15,080.72
  - Status: Submitted to DWR, awaiting payment.

## **AGENDA ITEM 17b – GSP IMPLEMENTATION PROJECTS/MANAGEMENT ACTION UPDATES**

### Imported Water Project

- Imported Water Pipeline Design Services
  - Continuing coordination with BLM for a Special Use Permit for pipeline construction
    - Staff is coordinating feedback from BLM on the extent existing roads are able to be used within the Spangler Hills Off-Highway Vehicle Area
    - P&P staff continue to work on addressing BLM's comments on pipeline construction POD
    - BLM provided Authority their request for an additional \$25,000 deposit under their existing Reimbursement Agreement with the Authority for review
  - November 20, 2025: Monthly coordination meeting with all Project consultants and WRM Staff to coordinate pathway forward for the Project
    - Began coordination on identifying key technical issues and resolution planning
  - Continuing ongoing coordination with Caltrans, California Department of Parks and Recreation (Cal Parks), Southern California Edison (SCE) and Kern County Roads Department
    - Bi- weekly meetings with SCE
    - SCE Staff has completed the design of bringing power to Pump Station No. 1 and Pump Station No. 2 and is currently working on the design of the powerlines between Pump Station No. 2 and Pump Station No. 3. They have had to revise some of their designs because of staffing changes, but the plan is still to complete the power infrastructure to the three pump stations and the regulating tank by the end of the year.
    - Continuing to coordinate with Cal City to address their comments on their review of 60% Design Plans
    - Coordinating meeting with Cal Trans after the field meeting with BLM to discuss temporary and permanent access routes off Hwy 395 and the Hwy 395 jack and bore crossing.
  - Bennett Trenchless will finalize the Draft TM for the trenchless crossings (30% submittal deliverable) to include results of borings into the hydrofracturing analysis that were delayed due to obtaining the California Department of Fish and Wildlife Lake and Streambed Alternation Permit after finalizing the location of the Hwy 395 crossing
  - December 4, 2025: P&P, Stantec, and WRM Staff follow-up meeting with AVEK and Kennedy Jenks to discuss comments and questions on draft updated Technical Memorandum for additional modeling of design considerations of upstream hydraulics for California City Feeder and North Feeder
    - Stantec subconsultants continued pump selection and pumping facility

- design
  - Next Steps:
    - Finalize the following after updated AVEK (Kennedy/Jenks) hydraulic modeling results are available:
      - Tank TM (a 30% submittal deliverable)
      - Electrical Systems and Instrumentation and Controls TM (a 30% submittal deliverable)
      - Refined System Hydraulics and Transient Mitigation Analysis TM (a 30% submittal deliverable)
      - Draft Mechanical Pump Selection (a 30% submittal deliverable)
    - Provide the updated Preliminary Permitting Requirements TM per Staff comments
    - Provide Draft Corrosion Design TM
    - Incorporate additional SCE power infrastructure into design plans after SCE provides preliminary design for power infrastructure
    - Next Milestones
      - Provide 90% Design Submittal after completing the Next Steps above
      - Provide 100% Design Submittal
- Imported Water Pipeline Environmental Services
  - Coordination Meetings
    - Continuing coordination with the BLM
    - Continued to engage with SCE environmental staff and the Project's design consultant on the potential requirements for incorporating the new SCE infrastructure into the Environmental documents
    - November 20, 2025: Monthly coordination meeting with all Project consultants and WRM Staff to coordinate pathway forward for the Project
      - Began coordination on identifying key technical issues and resolution planning
  - Incorporating Redacted Cultural Report completed by BLM and the US Department of Defense into EA/ EIR
    - SCE reviewing Redacted Cultural Report
  - Draft EA/ EIR joint document to be updated per additional SCE components
  - Draft Biological Evaluation to be updated for additional SCE components
  - Draft Biological Assessment to be updated for additional SCE component
  - Air Quality, Greenhouse Gas, Energy, and Noise reports to be updated for additional SCE components
  - Next Steps:
    - Incorporate additional SCE components into EA/EIR after design plans include SCE preliminary design for power infrastructure
    - Provide updated schedule after SCE provides preliminary design to Design consultants
    - Provide draft EA for 45- day Public Comment Period after incorporating SCE into EA/EIR
    - Next Milestones:
      - Provide Final EA/ EIR
- Imported Water Pipeline Right-of-Way Services

- November 20, 2025: Monthly coordination meeting with all Project consultants and WRM Staff to coordinate pathway forward for the Project
  - Began coordination on identifying key technical issues and resolution planning
- Continuing Acquisition Services Task, Preliminary Title Report and Appraisal Report tasks
  - Staff reviewing draft Right of Way document templates
  - Staff reviewing draft Right of Way Acquisition Plan
- Next Milestone:
  - Provide a final Right of Way Acquisition Plan
  - Complete plats and legal descriptions
- Blue Mountain Development (Blue Mountain) Program Management Services
  - November 20, 2025: Monthly coordination meeting with all Project consultants and WRM Staff to coordinate pathway forward for the Project
    - Began coordination on identifying key technical, construction, and operations issues for planning strategies. Several key meetings to be scheduled in December to determine project completion strategies.
  - Blue Mountain continued drafting integrated Master Schedule to identify risk factors with focus on technical, environmental, regulatory, fiscal, project phasing, and schedule impacts
    - Evaluating completeness of environmental documents prior to publication relative to current design technical issues, construction phasing, and long term operations.
    - Evaluating key biological surveys relative to current design, SCE alignment, and BLM requirements
    - Evaluating current design technical issues including AVEK connection, terminus receiving tank, scour issues, Caltrans crossing, and SCE power distribution for lift stations.
    - Evaluating property acquisition strategy integrating construction phasing, and appropriation annual funding
  - Blue Mountain establishing central project document repository
  - Next Steps:
    - Complete integrated Master Schedule, identify risk factors and planning strategies to address and mitigate areas of concern.
    - Develop Project Completion Action Plan & Recommendations
- Submittals to DWR
  - Continuing monthly coordination meetings with DWR on IP Grant progress
  - Met with DWR IP Grant Manager and Program Manager on November 25, 2025 to coordinate an additional Amendment Request to allow IWVGA to fulfill their Grant obligations by the current Work Complete Date and complete Project work under the EPA Resiliency Grant

Staff is drafting an Amendment Request for DWR's review
- National Environmental Protection Agency (EPA) Drinking Water System Infrastructure Resilience and Sustainability Program (Resiliency Grant)
  - In August 2024, the EPA announced their grant of \$2.79 million to the IWVGA for Imported Water Project planning activities
  - Grant will be used as additional funding to complete planning tasks
  - GA staff have made three rounds of revisions to the Project grant documents at

- the request of grant coordinator
    - Grant coordinator requested that the project schedule is updated to reflect current estimates for project milestones and to provide more detailed descriptions and costs of the scope of work applicable to the EPA Grant in the budget breakdown
  - August 29, 2025: The Authority provided an updated schedule and more detailed budget breakdown to the Grant coordinator for review
  - September 26, 2025: Grant Agreement provided for review by the Authority
    - Any disagreements to terms and conditions of agreement must be submitted to EPA by October 17.
      - Staff notified EPA of acceptance and agreement with terms and conditions of the agreement on October 13.
    - Grant training completed before December 22 deadline.
    - Enrollment in EPA payment system, ASAP, ongoing.
- US Army Corps of Engineers Planning Assistance to States (PAS) Program
  - GA Staff is coordinating with USACE on tasks
- Pipeline Construction
  - Passage of the Thomas R. Carper Water Resources Development Act of 2024 (WRDA-24) authorized \$50 million for the USACE to begin activities for water and water supply infrastructure in Kern County, California
    - Next Steps:
      - Discuss project phasing
      - Coordinate draft Agreement with the USACE

### Shallow Well Mitigation Program

There are currently no active applications. There is an anticipated application from Mr. Matt Jackson on N. Bull Run Street in Inyokern. Mr. Jackson emailed IWVGA on January 16, 2025, and reported that he believes his well is running dry. IWVGA staff responded to Mr. Jackson with the application materials and notified him that the well must be registered with IWVGA. Mr. Jackson submitted an application on March 16, 2025, however a more recent well evaluation is needed to determine the well's flow rate and groundwater level. Mr. Jackson is currently waiting to have Garrison Brothers complete the evaluation.

## **AGENDA ITEM 17c – MISCELLANEOUS ITEMS**

### Data Collection and Monitoring

- Ongoing coordination with Navy for planned wellhead surveys and downhole video logging of selected Navy wells.
  - Navy wellhead surveys at Range wells completed week of September 2.
- Fall 2025 water level monitoring and water quality sampling events completed week of September 8.
- Data from Fall 2025 water level monitoring event were compiled and groundwater elevation maps are being compiled.
- Water quality results for samples collected from selected IWV wells week of September 8

were received and processed.

- Downhole Video: Stetson completed video logging of 17 IWV wells the week of November 10.
  - Purpose of downhole video logging to determine well construction details or the nature of obstructions or casing abnormalities, as needed.
  - Project findings will be summarized in internal Stetson memo
- Fall 2025 water levels uploaded to DMS week of December 2.

#### Subflow from Rose Valley to IWV

- Ongoing work with BLM regarding Cultural Survey and Permitting for second monitoring well
- Next steps: (1) obtain BLM concurrence on the scope of the cultural/archeological field survey, (2) conduct a cultural/archeological field survey, and (3) BLM Right-of-Way grant
- Periodic correspondence with BLM regarding delayed authorization of archeological survey at proposed RVS-2 well site.
- Continued coordination with BLM on permit to install next RVS Monitoring Well
  - In late October, the new BLM Archeologist, Liz Gonzalez Negrete, contacted Stetson regarding next steps on authorization to complete archeological field survey.
  - Permit documents and description of permit status were provided, however due to lapse in government funding, significant progress on awarding the work authorization is unlikely to be made until government shutdown is over.
- Navy/Coso contract deadline extended to August 31, 2026 for completing the RVS Monitoring Well project.
  - Navy/Coso no-cost extension executed July 8, 2025.
- Reimbursement of RVS-1 well underway
  - Need to cancel “Grants Voucher” submitted in January 2024

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

There are no actions required by the Board.

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To: Carol Thomas-Keefer, General Manager IWVGA  
From: Michael W. McKinney, President  
cc: IWVGA Board of Directors  
Date: December 10, 2025  
Subject: Project Update Memorandum – November Activities

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The following update summarizes Capitol Core Group activities for November 2025.

### **PROJECT 1: IMPORTED WATER SUPPLIES**

Capitol Core Group continued to work with the potential seller on negotiations to purchase imported water supplies and finalizing water needs. We also worked with our engineering and legal team to continue discussions with staff at the Antelope Valley – East Kern Water Agency regarding the proposed pipeline connection and planning.

### **PROJECT 2: WATER REPLENISHMENT PIPELINE**

#### **Construction Activities**

Capitol Core continues to work with Stetson Engineers and consultants to review the permitting and regulatory processes for the interconnection pipeline.

### **PROJECT 3: OTHER PROJECTS SUPPORTING THE GSP**

#### **State of California Legislative Affairs**

##### **State Budget**

On November 18<sup>th</sup>, the California Legislative Analyst Office (LAO) released its 2026 budget projections. The LAO anticipates a \$17.7 billion budget deficit which may increase up to as much as \$35 billion by fiscal year 27-28 due to the continued spending outlook and the state debts that will come due at that time. Should this occur, it will be the fourth year in a row that California faces a state budget deficit. Capitol Core will continue to monitor the initial budget that Governor Newsom releases in January, as these budget deficits may make securing funding requests more challenging in 2026.

## California Multi-Benefit Land Repurposing Program

Related to the item above, Capitol Core is monitoring the state budget for potential funding in the next fiscal year for the multi-benefit land repurposing program (MLRP). The MLRP is a state-funded program that converts fallowed farmland into other uses such as natural habitats, pollinator habitats, water banking facilities, etc. Capitol Core has brought this program to the public's attention in past cycles, but the GA had not identified a project at that point. The program also did not receive funding for a few years during the time that the state was running a budget deficit. However, there are indications that the MLRP may receive funding from Proposition 4, the water bond passed in 2024. Final approval of this funding is subject to the inclusion and approval of this provision in the 2026 state budget. We will continue to monitor the budget to determine whether this funding is included in next year's budget.

## Federal Government

### Reopening Status

The federal government reopened from the longest shutdown in history in mid-November. In the last government affairs update, we discussed the operations that the shutdown affected including reviews of projects such as those that the US Army Corps of Engineers administers. We are monitoring the progress of projects that were stalled as a result of the shutdown. Most departments have reopened to normal operations.

### National Defense Authorization Act

At the time of writing this update, the Senate and House are attempting to reconcile differences between their two versions of the National Defense Authorization Act. The House bill stayed within the Pentagon's budget request. The Senate version of the bill went over the Pentagon's budget request by \$22 billion. The language of the compromise legislation has not been released yet, but early indications suggest that the compromise bill may be approximately \$8 billion over the Pentagon's request. The Congress may release the draft language at some point during the week of December 8<sup>th</sup>. This bill as well as the corresponding appropriations bill will still have to be voted on in both chambers.

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