

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

BOARD OF DIRECTORS AGENDA

Wednesday, February 11, 2026

Closed Session – 10:00 a.m.

Open Session no earlier than 12:00 p.m.

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

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 LEGAL COUNSEL – PUBLIC EMPLOYEE NEGOTIATIONS (Government Code Section 54957) Title: General Manager
- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS (Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Westside Ag; 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 12:00 p.m.

- a. Report on closed session
- b. Pledge of Allegiance
- c. Roll Call

6. PUBLIC COMMENT

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

7. BOARD MEMBER COMMENTS

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

8. CONSENT AGENDA

- a. Approve Minutes of Board Meeting January 14, 2026
- b. Approve Expenditures
**To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>.*
 - i. \$65,473.42 – Stetson Engineers
 - ii. \$37,510.60 – Regional Government Services – (Replenishment / Extraction)
 - iii. \$37,470.66 – Provost & Pritchard – (SGMA IP)
 - iv. \$12,365.00 – Westbound Communication – (Extraction)
 - v. \$11,962.50 – Blue Mountain Development – (SGMA IP)
 - vi. \$11,643.75 – Capitol Core Group – (Replenishment)
 - vii. \$1,656.50 – Indian Wells Valley Water District (UCDRG/Consolidation)

9. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES

10. REIMBURSEMENT AGREEMENT WITH INDIAN WELLS VALLEY WATER DISTRICT FOR STARK STREET CONSOLIDATION

11. AGREEMENT WITH HAMNER AND JEWELL FOR EASEMENT ACQUISITION SERVICES

12. 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

13. GENERAL MANAGER’S REPORT

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

14. DATE OF NEXT MEETING – MARCH 11, 2026

15. 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 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 JANUARY 14, 2026

IWVGA Members Present:

Chairman Scott Hayman, City of Ridgecrest	Carol Thomas-Keefer, IWVGA General Manager
Phillip Peters, Kern County	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 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 10:04 a.m.

2. ADOPTION OF AGENDA:

Motion made by John Vallejo and seconded by David Saint-Amand to approve adoption of the agenda. Motion carries by the following roll call vote:

Chairman Hayman	Aye
Vice Chair Peters	Absent
Director Saint-Amand	Aye
Director Itnyre	Absent
Director Vallejo	Aye

3. PUBLIC COMMENT ON CLOSED SESSION:

The Board hears public comment Renee Westa-Lusk.

Chairman Hayman calls the meeting into Closed Session at 10:15 a.m.

4. CLOSED SESSION:

- 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

Closed Session adjourns at 10:52 a.m.

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

Meeting reconvenes into Open Session at 11:00 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 Hayman	Present
Vice Chair Peters	Present
Director Saint-Amand	Present
Director Itnyre	Present
Director Vallejo	Present

6. PUBLIC COMMENT:

The board hears public comment from Renee Westa-Lusk and Tammy Bouyer.

7. BOARD MEMBER COMMENTS:

None.

8. CONSENT AGENDA:

- a. Approve Minutes of Board Meeting December 10, 2025
- b. Approve Expenditures

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

- i. \$139,730.71 – City of Ridgecrest
- ii. \$79,888.87 – Provost & Pritchard – (SGMA IP)
- iii. \$65,473.42 – Stetson Engineers
- iv. \$31,929.80 – Regional Government Services – (Replenishment / Extraction)
- v. \$13,261.25 – Capitol Core Group – (Replenishment)
- vi. \$10,725.00 – Blue Mountain Development – (SGMA IP)
- vii. \$9,310.00 – Westbound Communication – (Extraction)
- viii. \$1,835.40 – Wellntel (Extraction)
- ix. \$330.00 – Transsystems (SGMA IP)

The Board hears public comment from Renee Westa-Lusk.

Motion made by John Vallejo and seconded by Phillip Peters to approve Minutes of Board Meeting December 10, 2025 and the following expenditures in the amount of, \$139,730.71 to City of Ridgecrest, \$79,888.87 to Provost & Pritchard, \$65,473.42 to Stetson Engineers, \$31,929.80 to Regional Government Services, \$13,261.25 to Capitol Core Group, \$10,725.00 to Blue Mountain Development, \$9,310.00 to Westbound Communication, \$1,835.40 to Wellntel and \$330.00 to Transsystems.

Motion carries by the following roll call vote:

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

9. BOARD TO RECEIVE AND FILE THE 2024 AUDIT:

Carol Thomas-Keefer and Roberto Moreno of Regional Government Services present 2024 audit.

The Board hears public comment from Judie Decker

10. SUSTAINABLE GROUNDWATER MANAGEMENT ACT IMPLEMENTATION PROJECT (SGMA IP) GRANT AMENDMENT:

Bianca Cabrera presents staff report and amendment.

The Board hears public comments from Renee Horney.

Motion made by Phillip Peters and seconded by John Vallejo to approve amendment to SGMA IP grant.
Motion carries by the following roll call vote:

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

11. URBAN COMMUNITY DROUGHT RELIEF GRANT PROJECT UPDATES:

Helena Chu presents staff report.

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

12. 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 Renee Westa-Lusk and Judie Decker.

13. GENERAL MANAGER REPORT:

Carol Thomas-Keefer presents monthly financial report and updates on public outreach.

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

14. DATE OF NEXT MEETING – FEBRUARY 11, 2026

15. ADJOURN:

Chairman Hayman adjourns the meeting at 12:29 p.m. on January 14, 2026.

Respectfully submitted,

April Keigwin
Clerk of the Board
Indian Wells Valley Groundwater Authority

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Stetson Engineers

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

Invoice number 2652-100
 Date 01/05/2026

Project **2652 Indian Wells Valley Groundwater Authority**

Professional services through 11/30/2025

2652-2025 Water Resources Management 2025

2652-2025:01 Meetings & Prep

Professional Fees

	Hours	Rate	Billed Amount
Principal	19.00	244.00	4,636.00
Supervisor I	10.25	212.00	2,173.00
Supervisor II	2.00	197.00	394.00
Associate II	74.25	119.00	8,835.75
Associate III	5.50	114.00	627.00
Assistant I	1.00	101.00	101.00
Phase subtotal			16,766.75

2652-2025:02.01 SGMA IP Grant Administration

Professional Fees

	Hours	Rate	Billed Amount
Principal	5.50	244.00	1,342.00
Supervisor I	6.00	212.00	1,272.00
Senior I	5.00	170.00	850.00
Associate II	19.50	119.00	2,320.50
Associate III	0.50	114.00	57.00
Assistant I	18.50	101.00	1,868.50
Phase subtotal			7,710.00

2652-2025:02.02 Urban Community Drought Relief Funding Administration

Professional Fees

	Hours	Rate	Billed Amount
Supervisor I	0.50	212.00	106.00
Senior I	3.25	170.00	552.50
Associate II	8.00	119.00	952.00
Assistant I	5.00	101.00	505.00
Phase subtotal			2,115.50



STETSON
ENGINEERS INC.

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

Invoice number 2652-100
 Date 01/05/2026

2652-2025 Water Resources Management 2025

2652-2025:02.03 EPA Resiliency Grant Administration

Professional Fees

	Hours	Rate	Billed Amount
Associate II	5.00	119.00	595.00

2652-2025:04 Data Mgmt System Support

Professional Fees

	Hours	Rate	Billed Amount
Supervisor II	6.00	197.00	1,182.00
Senior III	0.25	138.00	34.50

Phase subtotal 1,216.50

2652-2025:05 General Project Mgmt

Professional Fees

	Hours	Rate	Billed Amount
Supervisor I	1.50	212.00	318.00
Supervisor II	1.00	197.00	197.00

Phase subtotal 515.00

2652-2025:06 Model Transfer & Upgrade

Consultant

	Units	Rate	Billed Amount
SUB			
Board of Regents			1,476.52

2652-2025:07.03 Resiliency Grant: Design

Professional Fees

	Hours	Rate	Billed Amount
Principal	1.50	244.00	366.00
Supervisor I	4.00	212.00	848.00
Associate II	15.75	119.00	1,874.25

Phase subtotal 3,088.25

2652-2025:07.05 Resiliency Grant: Right of Way

Professional Fees

	Hours	Rate	Billed Amount
Associate II	0.25	119.00	29.75

2652-2025:08 Imported Water: Negotiations & Coordination

Professional Fees

	Hours	Rate	Billed Amount
Supervisor I	3.50	212.00	742.00



STETSON
ENGINEERS INC.

Indian Wells Valley Groundwater Authority

Project **2652 Indian Wells Valley Groundwater Authority**

Invoice number 2652-100

Date 01/05/2026

2652-2025 Water Resources Management 2025

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

Professional Fees

Senior Associate

Hours	Rate	Billed Amount
60.00	132.00	7,920.00

Reimbursables

Car Rental and Gas

Units	Rate	Billed Amount
		53.54
		718.12

Stephan Bork

Subtotal

771.66

Subtotal

771.66

Equipment Purchase

Stephan Bork

48.86

21.15

5.85

38.52

Subtotal

114.38

Subtotal

114.38

Lodging

Stephan Bork

505.52

Meals

Stephan Bork

10.90

17.47

12.13

11.22

17.60

16.34

10.56

5.12

17.60

7.65

Subtotal

126.59

Subtotal

126.59

Mileage

Stephan Bork

11.00

0.70

7.70

11.00

0.70

7.70

Subtotal

15.40

Subtotal

15.40

Storage Fee

Non Vendor Reimbursables

105.60

Phase subtotal

9,559.15



STETSON
ENGINEERS INC.

Indian Wells Valley Groundwater Authority

Project 2652 Indian Wells Valley Groundwater Authority

Invoice number 2652-100

Date 01/05/2026

2652-2025 Water Resources Management 2025

2652-2025:12 Shallow Well Consolidation Project

Professional Fees

	Hours	Rate	Billed Amount
Associate II	19.00	119.00	2,261.00
Associate III	0.50	114.00	57.00
Phase subtotal			2,318.00

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

Professional Fees

	Hours	Rate	Billed Amount
Supervisor I	5.50	212.00	1,166.00
Assistant I	24.00	101.00	2,424.00
Phase subtotal			3,590.00

2652-2025:18.1 Navy/Coso Cooperative Agreement

Professional Fees

	Hours	Rate	Billed Amount
Associate II	1.75	119.00	208.25

2652-2025:21 General Engineering

Professional Fees

	Hours	Rate	Billed Amount
Supervisor I	4.00	212.00	848.00
Assistant I	8.00	101.00	808.00
Phase subtotal			1,656.00

2652-2025:23 Annual Report Preparation

Professional Fees

	Hours	Rate	Billed Amount
Supervisor II	21.00	197.00	4,137.00

2652-2025:26 Budget Support

Professional Fees

	Hours	Rate	Billed Amount
Associate II	26.25	119.00	3,123.75

2652-2025:27 Litigation Support

Professional Fees

	Hours	Rate	Billed Amount
Principal	1.00	244.00	244.00
Supervisor I	1.25	212.00	265.00
Supervisor II	23.50	197.00	4,629.50
Associate II	12.50	119.00	1,487.50
Phase subtotal			6,626.00



STETSON
ENGINEERS INC.

Indian Wells Valley Groundwater Authority

Project **2652 Indian Wells Valley Groundwater Authority**

2171 E. Francisco Blvd., Suite K • San Rafael, California 94901

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

Northern California

• Southern California

• Arizona

• Oregon

Invoice number 2652-100

Date 01/05/2026

Water Resources Management 2025 subtotal

65,473.42

Invoice total

65,473.42

Thank you for your business!

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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

January 20, 2026
Project No: 04101-23-001
Invoice No: 127248

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

Client Project #:

For the months of June 2025 through December 2025, P&P staff performed the following tasks:

TSK1: Initial Coordination: Coordination meetings with client regarding Project. Coordination meeting with Blue Mountain Development on path forward and amendment. Prepare amendments for staff and board review. Sent information and documents regarding Project to Blue Mountain Development for review in preparation for various meetings. Coordination meeting with environmental and design teams and subconsultants on various topics and issues to resolve to keep project moving forward. Travel to and attendance at November IWVGA Board meeting for amendment discussion. Coordination on SCE alignment details with client and design team. Prepare amendments for staff and board review. Travel to Bakersfield and attendance at coordination meeting in December. Review contract documents and preparation for Board meetings and various other meetings with project team.

Professional Services from December 01, 2025 to December 31, 2025

Phase: TSK1 Initial Coordination (Kick Off Meetings)

Labor

	Hours	Rate	Amount	
Travel Time	13.10	95.00	1,244.50	
Senior Biologist	22.62	156.00	3,528.72	
Senior Specialist	4.90	163.00	798.70	
Principal Engineer	2.20	247.00	543.40	
Principal Planner	27.00	204.00	5,508.00	
Senior Project Administrator	45.50	128.00	5,824.00	
Totals	115.32		17,447.32	
Total Labor				17,447.32

Reimbursable Expenses

Travel & Mileage			61.48	
Total Reimbursables			61.48	61.48

Total this Phase: \$17,508.80

Total this Invoice \$17,508.80

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Invoice

PO Box 1350
 Carmel Valley, CA 93924

Date	Invoice #
12/31/2025	19061

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

P.O. No.	Inv Sent
	2/03/2026

Date	Description	Amount
12/31/2025	Reimbursable Expenses for City of Ridegecrest Monthly Rent - please see attached	300.00

Invoice is due 30 days from Inv Sent date	Total	\$300.00
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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

December 31, 2025
Invoice No: 20654
Total This Invoice \$37,210.60

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

Phase IWVGA General Administration
Professional Personnel

	Hours	Rate	Amount	
PES Agency Chief Executive	40.50	150.00	6,075.00	
Senior Advisor	9.70	150.00	1,455.00	
Technical Specialist	119.70	116.00	13,885.20	
Totals	169.90		21,415.20	
Total Labor				21,415.20

Additional Fees

Technology Fee			600.00	
Total Additional Fees			600.00	600.00
Total this Phase				\$22,015.20

Phase IWVGA Finance
Professional Personnel

	Hours	Rate	Amount	
Strategic Services Consultant	2.90	176.00	510.40	
Senior Advisor	16.50	150.00	2,475.00	
Senior Finance Manager	66.50	140.00	9,310.00	
Technical Specialist	25.00	116.00	2,900.00	
Totals	110.90		15,195.40	
Total Labor				15,195.40

Total this Phase \$15,195.40

Total this Invoice \$37,210.60

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INVOICE

2423 Sebald Ave
 Redondo Beach, CA 90278
 Phone 310.993.9555

DATE: January 31, 2026
INVOICE # IWVGA 04
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
IMPORTED WATER PROJECT PROGRAM MANAGEMENT			
1/5/26 IWVGA Staff Meeting	1.0	\$ 275.00	\$275.00
1/7/26 IWVGA Staff Meeting, SCE Status Meeting	2.0	\$ 275.00	\$550.00
1/9/26 Project Review & Planning	5.5	\$ 275.00	\$1,512.50
1/12/26 IWVGA Staff Meeting	1.0	\$ 275.00	\$275.00
1/16/26 Project Review & Planning	5.0	\$ 275.00	\$1,375.00
1/19/26 Pipeline Material Review Meeting	1.0	\$ 275.00	\$275.00
1/20/26 IWVGA Staff Meeting	1.0	\$ 275.00	\$275.00
1/21/26 BLM Coordination Meeting, SCE Coordination Meeting, Project Schedule Review	4.0	\$ 275.00	\$1,100.00
1/22/26 Project Development Team Meeting, Caltrans Coordination Meeting	3.5	\$ 275.00	\$962.50
1/23/26 Project Review & Planning, ROW Coordination Meeting, Caltrans Project Request Preparation	6.0	\$ 275.00	\$1,650.00
1/26/26 BLM Coordination Meeting, IWVGA Staff Meeting	3.0	\$ 275.00	\$825.00
1/27/26 Project Review & Planning, USACE Meeting Planning	3.5	\$ 275.00	\$962.50
1/30/26 Project Review & Planning, Press Release Review	7.0	\$ 275.00	\$1,925.00
TOTAL HOURS	43.5		

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

AMOUNT BILLED THIS INVOICE \$ **11,962.50**

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	\$ 39,324.50	17.9%	\$ 11,962.50
TOTAL:	\$ 220,000.00	\$ 39,324.50	17.9%	

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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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 2026-014

DATE 02/06/2026 **TERMS** Net 45

DUE DATE 03/23/2026

VENDOR ID
195593

INVOICE PERIOD
January 2026

DATE	ACCOUNT SUMMARY	AMOUNT
01/05/2026	Balance Forward	26,267.50
	Other payments and credits after 01/05/2026 through 02/05/2026	-13,006.25
02/06/2026	Other invoices from this date	0.00
	New charges (details below)	11,643.75
	Total Amount Due	24,905.00

ACTIVITY	HOURS	RATE	AMOUNT
Charges			
Project 1: Imported Water Supplies			
P1-A: Negotiations			
Government Relations: Intergovernmental Affairs	0.50	275.00	137.50
P1-A: Agreement Discussion and Review {McKinney}			
Government Relations: Intergovernmental Affairs	2.50	275.00	687.50
P1-A: Water Agreement, Term Sheet, and Status {Tatum}			
Government Relations: Intergovernmental Affairs	1	250.00	250.00
P1-A: Contract follow-up, internal meetings and review {Simonetti}			
P1-B: Other Required Agreements			
Government Relations: Intergovernmental Affairs	1.25	250.00	312.50
P1-B: Other Infrastructure Requirements Discussion {Simonetti}			
P1-C: Regulatory Approvals			
Government Relations: Intergovernmental Affairs	2.50	275.00	687.50
P1-C: Due Diligence Activities related to Water Purchase {Tatum}			
P1-D: 2026 Water Marketing			
Government Relations: Intergovernmental Affairs	1.50	250.00	375.00
P1-D: Discussion on other water supplies {Simonetti}			
Project 1 Invoice Total: \$2,450.00 (9.25 hours)			
Project 2: Water Replenishment Pipeline Project			
P2-A: FY2027 Energy and Water Development Act			

ACTIVITY	HOURS	RATE	AMOUNT
Government Relations:Federal	1.50	275.00	412.50
P2-A: Finalize packets and stragegy {McKinney}			
P2-B: Other State/Federal Lobbying Requirements			
P2-C: Regulatory Support (Pipeline)			
P2-D: USACE Coordination			
Government Relations:Federal	3.50	275.00	962.50
P2-D: Internal staff calls, PAS agreement negotiation, LA-District {McKinney}			
Project 2 Invoice Total: \$1,375.00 (5 hours)			
Project 3: Other Projects Supporting the GSP			
P3-A: Well Mitigation			
P3-B: Land Repurposing			
P3-C: Other Infrastructure Requirements			
P3-D: Groundwater Adjudication Legislation			
Government Relations:California	4	275.00	1,100.00
P3:D: AB 1413 General strategy, Chair Papan Staff, internal calls {McKinney}			
Government Relations:California	3	250.00	750.00
P3-D: Internal Meetings, Chair Papan {Peterson}			
Government Relations:California	3	250.00	750.00
P3-D: Collateral Development and Senate Direct Advocacy {Peterson}			
P3-E: General Legislative Affairs			
Government Relations:California	1.50	275.00	412.50
P3-E: State Budget Review (split) -- Governor's Budget {McKinney}			
Government Relations:Federal	1	250.00	250.00
P3-E: Federal Priorities 2026 {Simonetti}			
Government Relations:California	1.25	250.00	312.50
P3-E: State Priorities and State Budget draft {Simonetti}			
Project 3 Invoice Total: \$3,575.00 (13.75 hours)			
Project Administration			
PA-A: Monthly Board Meetings			
General Business Items:Project Administration	2.50	275.00	687.50
PA-A: January Board Meeting {McKinney}			
General Business Items:Project Administration	2.50	275.00	687.50
PA-A: January Board Meeting {Tatum}			
General Business Items:Project Administration	3.25	250.00	812.50
PA-A: January Board Prep and Meeting {Simonetti}			
PA-B: Ad Hoc Reports			
General Business Items:Project Administration	3.25	275.00	893.75
PA-B: PRA Request Preparation, Calls w/ counsel, and Review {McKinney}			
General Business Items:Project Administration	3	250.00	750.00
PA-B: PRA Request Preparation {Simonetti}			
PA-C: Milestone Reports			
PA-D: Communications and Community Engagement			
General Business Items:Project Administration	1.50	275.00	412.50

ACTIVITY	HOURS	RATE	AMOUNT
PA-D: Communications Review {McKinney}			
Project Administration Invoice Total: \$4,243.75 (16 hours)			

REGULATORY REPORTING NOTES:			
State Regulatory Reporting for Invoice: \$3,325.00			
Federal Regulatory Reporting for Invoice: \$1,625.00			

On behalf of the entire Capitol Core Group Team, thank you so much for being our client.

SUBTOTAL	11,643.75
TAX	0.00
TOTAL	11,643.75
TOTAL OF NEW CHARGES	11,643.75

TOTAL DUE	\$24,905.00
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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

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

INVOICE 5989

DATE 01/26/2026 **TERMS** Net 30

DUE DATE 02/25/2026

P.O. NUMBER

December 2025

DESCRIPTION	QTY	RATE	AMOUNT
Professional fees for public relations counsel and services in support of Indian Wells Valley Groundwater Authority. Period of Service: December 2025	39.50	240.00	9,480.00
			Subtotal: 9,480.00
Reimbursable expenses for the billing period:			
120825 Maven's Notebook target media outlet monthly subscription ref# 3278151525 (12/01/25- 12/31/25)			10.00
			Subtotal: 10.00
121525 Development deposit for IWVGA website			2,500.00
Markup @ 15%			375.00

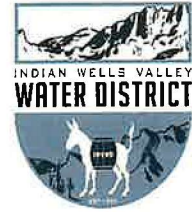
TOTAL DUE

\$12,365.00

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

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Indian Wells Valley Water District
PO Box 1329
Ridgecrest, CA 93556-1329



INVOICE DATE

01/12/2026

DUE DATE

03/13/2026

INVOICE NUMBER

1290

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

Rademacher Way Pipeline Project - October Expenses

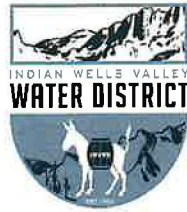
McMurtrey, Hartsock, Worth, & St. Lawrence	\$	476.00
McMurtrey, Hartsock, Worth, & St. Lawrence	\$	176.00

Total Due \$ 652.00

Please make checks payable to Indian Wells Valley Water District and include the invoice number.
For questions concerning this invoice, contact Renee Morquecho at (760) 384-5520.

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Indian Wells Valley Water District
PO Box 1329
Ridgecrest, CA 93556-1329



INVOICE DATE

01/12/2026

DUE DATE

03/13/2026

INVOICE NUMBER

1289

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

Rademacher Way Pipeline Project - September Expenses

McMurtrey, Hartsock, Worth, & St. Lawrence	\$	884.00
Krieger & Stewart, Inc.	\$	120.50

Total Due \$ 1,004.50

**Please make checks payable to Indian Wells Valley Water District and include the invoice number.
For questions concerning this invoice, contact Renee Morquecho at (760) 384-5520.**

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board of Directors **DATE:** February 11, 2025

FROM: April Keigwin, Interim General Manager

SUBJECT: **Amended Contract with Regional Government Services for Comprehensive Administrative Services**

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.

DISCUSSION

The previously approved contract for 2026 is being amended to extend the term of the agreement from one (1) year to three (3) years. The extended term will provide greater continuity, reduce the administrative burden associated with annual renewals, and support longer-term planning and service delivery.

The amended agreement also updates administrative provisions to reflect April Keigwin's appointment as General Manager, including the continuation and formalization of duties and tasks she has already been performing on behalf of the agency. This amendment ensures alignment between the agreement terms and current operational practices and provides a local presence to represent IWVGA within the community.

ACTION(S) REQUIRED BY THE BOARD

Approve the amended agreement extending the term to three (3) years and reflecting the appointment of April Keigwin as General Manager, and authorize execution of the agreement.

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FIRST AMENDED PROFESSIONAL SERVICES AGREEMENT

BETWEEN

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

and

REGIONAL GOVERNMENT SERVICES AUTHORITY

THIS AGREEMENT is made and entered into on this 11th day of February, 2026, by and between Indian Wells Valley Groundwater Authority, a California Groundwater Sustainability Agency ("IWVGA"), and Regional Government Services Authority, a joint powers authority ("Consultant").

RECITALS:

A. WHEREAS, IWVGA and Consultant entered into a Professional Services Agreement dated December 10, 2025 ("Original Agreement"). IWVGA and Consultant now desire to amend the Original Agreement; and

B. 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

C. 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

D. 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. General Manager and Other Services by Consultant. Under the Original Agreement, Consultant staffed IWVGA's Clerk of the Board role with Consultant's employee April Keigwin. IWVGA now desires for Ms. Keigwin to additionally serve as its General Manager under this Agreement, subsuming the Clerk of the Board role into the General Manager role. Ms. Keigwin remains an employee of Consultant. Consultant retains the discretion to determine which employees will provide the services in **Exhibit A**. Setting aside Workers Compensation claims, the IWVGA will fully indemnify RGS, its officers, employees and agents ("Indemnified Parties"), from and against IWVGA's loss, injury, liability, or damages arising from the selection or performance of Ms. Keigwin as the General Manager, and will indemnify, defend, and hold harmless the Indemnified Parties from and against any third-party loss, injury, liability, or damages arising from the selection or performance of Ms. Keigwin as the General Manager.

RGS shall select and designate individual RGS employees to provide other services in **Exhibit A**,

as requested, including financial services that were provided under the Original Agreement. IWVGA and Consultant expect that Ms. Keigwin will communicate with RGS' Representative on behalf of IWVGA regarding service needs.

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 February 11, 2026 (“Effective Date”) and shall continue for 3 years 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.

Representatives shall, in addition, meet by videoconference on or about March 1, July 1, and October 1 to review the services and Consultant performance required by 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
Carmel Valley, CA 93924
Tel: 650) 587-7300
Email: contracts@rgs.ca.gov
Attn: Contracts

IF TO IWVGA:

Indian Wells Valley Groundwater
Authority
100 W. California Ave.
Ridgecrest, CA 93551
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, defend, and hold harmless does not extend to the damages or liability caused by IWVGA's selection or performance of Ms. Keigwin as the General Manager or IWVGA's own 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. Regardless of working titles used to describe assignments, Consultant shall classify and compensate its employees assigned to perform services, including Ms. Keigwin, at its discretion and consistent with its own classification and compensation system. 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.

Key RGS staff assigned to the role of General Manager/Clerk of the Board are noted in the agreement. 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

Rates for additional RGS staff assigned are shown below:

RGS STAFF BILL RATES

CLASSIFICATION	HOURLY RATE
Strategic Services Consultant	\$160 to \$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

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IWVGA ADMINISTRATIVE OFFICE
STAFF REPORT

TO: IWVGA Board Members **DATE:** February 11, 2024
FROM: IWVGA Staff
SUBJECT: **Agenda Item 10 – Approval of Reimbursement Agreement Between Indian Wells Valley Groundwater Authority and Indian Wells Valley Water District**

BACKGROUND

The Indian Wells Valley Groundwater Authority (IWVGA) has been awarded a \$3.3 million grant from the California Department of Water Resources’ Urban Community Drought Relief Grant (UCDRG) Program to implement a Shallow Well Consolidation Project. The UCDRG Program is intended to address impacts to basin water supplies for the benefit of human health and safety. The \$3.3 million grant can be used for planning, designing, and constructing projects to consolidate shallow wells that may be impacted by declining groundwater levels into the Indian Wells Valley Water District’s (IWWVD) water distribution system.

DISCUSSION

As discussed at the January 2026 Board meeting, staff had identified Stark Street as a potential area for consolidation due to its location in a pumping hole. Additionally, Stark Street Mutual Water Company applied for assistance under the IWVGA Shallow Well Mitigation Program (SWMP) for a well failure in 2022. In March 2023, the IWVGA Board approved reimbursement of \$31,821 for the drilling of a new well. To date, no new well has been drilled due to difficulties in producing funding by the residents for the drilling of a new well. However, some residents have stated strongly that they do not want to consolidate with the IWWVD and would rather drill a new well. Residents are currently receiving hauled and bottled water assistance from Self-Help Enterprises (SHE). SHE and DWR’s Department of Financial Assistance (DFA) have expressed a desire to complete a consolidation as soon as possible.

Staff have been in discussions with the IWWVD to complete a Stark Street Consolidation Project (Stark Street) by the grant end deadline of December 31, 2026. The proposed alignment for Stark Street will be connected to the IWWVD’s current Dune 3 Consolidation Project, shown in Figure 1. Currently, the IWWVD have prepared a bid package for the Dune 3 Consolidation Project which is expected to be put out to bid in the next couple months. To expedite the bid process for Stark Street, staff and the IWWVD have agreed to include Stark Street in the bid, as a future change order to the awarded contractor, once Stark Street is shovel-ready.

Concurrently, the IWWVD will be designing Stark Street, filing a CEQA Notice of Exemption (NOE), and coordinating the change order for the Dune 3 Consolidation. A Reimbursement Agreement, included in your packet, will be required for work done on Stark Street by IWWVD and its contractors. Stark Street was originally estimated to be \$615,000 for the construction and installation of the alignment with IWWVD’s services and construction of Stark Street

Consolidation Project is estimated to take approximately 3-4 months. Easements will be acquired through a separate right-of-way consultant, contracted with the IWVGA.

Since the Stark St. Mutual Water Company is a State Small Water System (SSWS), a service agreement with the IWVWD will have to be executed. Stark St. is also not located within the IWVWD's service boundaries and would therefore require Local Agency Formation Commission (LAFCo) coordination and approval. In order to expedite the process, IWVWD will request an emergency out-of-agency service boundary change.

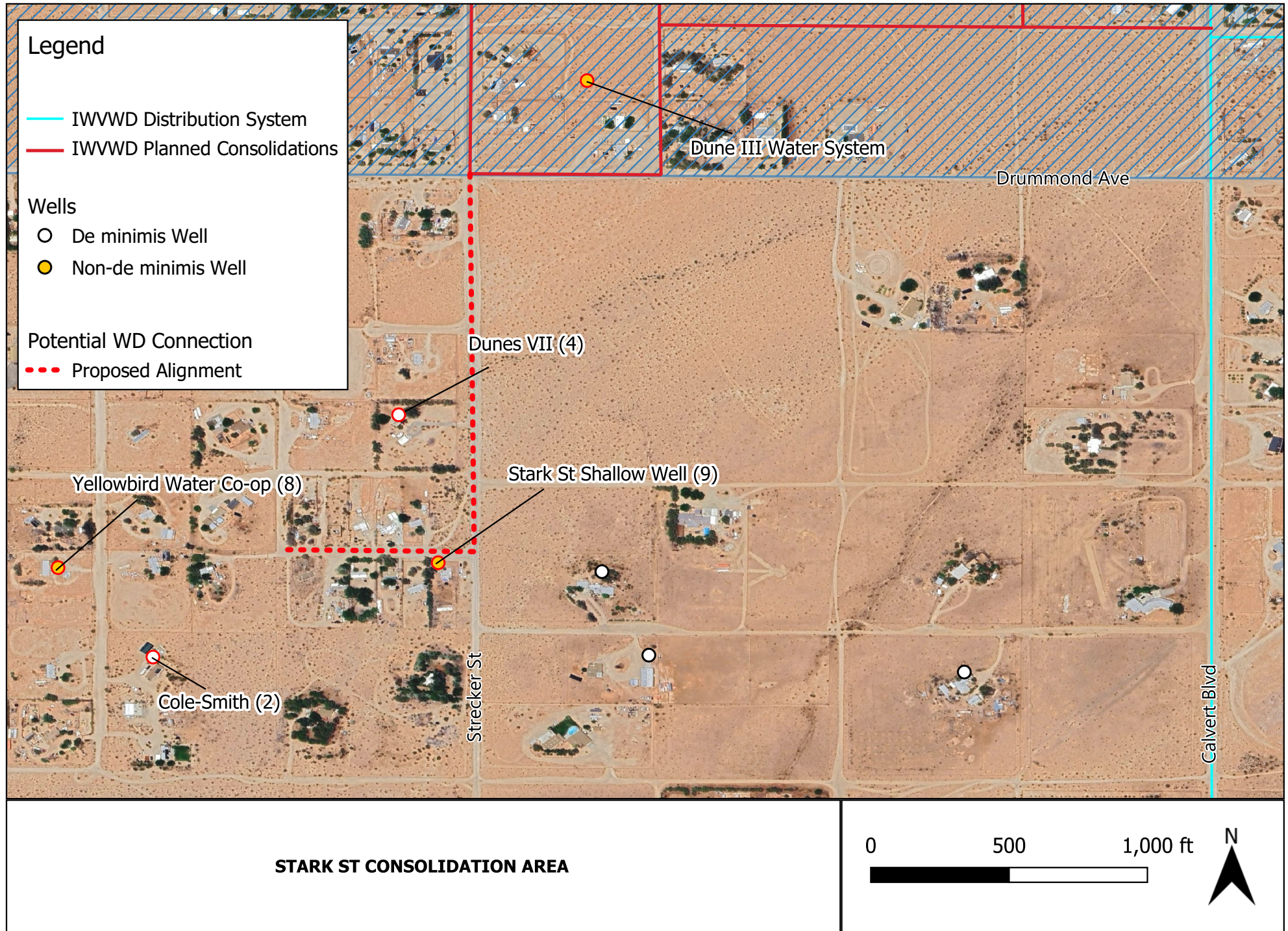
FISCAL IMPACT

The costs associated with the Stark Street consolidation will be funded through the UCDRG Program. Sufficient excess funding is available under the program, and staff does not anticipate that expenditures will exceed the grant award.

RECOMMENDED ACTION

Staff recommend that the Board approve the Reimbursement Agreement with the IWVWD, authorizing the IWVWD to complete the Stark St Consolidation Project, estimated to cost \$615,000.

FIGURE 1



REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the “Agreement”) is entered into as of February 11, 2026 (“Effective Date”), between the Indian Wells Valley Groundwater Authority, a Joint Powers Authority created pursuant to the provisions of California Government Code sections 6500 et seq., (“Authority”) and the Indian Wells Valley Water District, a County Water District created pursuant to the provisions of California Water Code sections 30000, et seq., (“District”). The Authority and District are sometimes hereinafter individually or collectively called a “Party” or the “Parties”.

RECITALS

WHEREAS, the Authority was formed after enactment of the “Sustainable Groundwater Management Act” (“SGMA”) for the purpose of becoming the exclusive Groundwater Sustainability Agency and achieving groundwater sustainability through the adoption and implementation of a Groundwater Sustainability Plan (“GSP”) for the Indian Wells Valley basin.

WHEREAS, the Authority has received funding from the California Department of Water Resources (“DWR”) under the Urban Community Drought Relief Grant (Agreement Number 4600015371) for the Authority’s Shallow Well System Consolidation Project for purposes including, to “provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies”.

WHEREAS, the Authority has identified a small mutual water system, Stark Street Mutual Water System (“Stark Street”) without potable water due to a failed well.

WHEREAS, the failing well, and residences served by the well, are located along and around Stark Street, east of Strecker Street in Kern County, California.

WHEREAS, Authority and District believe the potential loss of water to those impacted residences could be imminent and that a consolidation with the District is the most expeditious and cost-effective way to provide a reliable long term drinking supply to those impacted residences.

WHEREAS, the Authority and District have conferred and agree that connecting these impacted residences to District facilities and becoming customers of the District is the best short and long term solution for those impacted residences.

WHEREAS, District is currently in the process of consolidating the Dune 3 Water Mutual Company (“Dune 3 Project”), north of Stark Street, into their facilities on Calvert Boulevard and Ward Avenue.

WHEREAS, the District’s proposed facilities for the Dune 3 Project include a pipeline on Drummond Boulevard, north of Stark Street, that would allow readily Stark Street to voluntarily “tie” into District facilities and become a customer of the District.

WHEREAS, Stark Street Consolidation will consist of installation of 2350±L.F. of PVC water pipe within Stark Street and Strecker Street, lateral water lines and meters connecting the Stark St residences to the pipe and installation of fire hydrants as needed to consolidate those residences with the District (“Stark Street Project”).

WHEREAS, the District intends to publicly bid the Dune 3 Project for construction.

WHEREAS, the Parties believe that the most expeditious method to complete the Stark Street Project is to incorporate the Stark Street Project into the Dune 3 Project construction bid.

WHEREAS, upon completion and finalization of the design for the Stark Street Project, the Parties agree that the District shall amend the Dune 3 Project bid package to include construction of Stark Street Project.

WHEREAS, District has determined that it has the necessary resources and expertise to complete the Stark Street Project using District personnel and equipment upon any necessary approvals.

WHEREAS, the Parties are agreeable to District designing and implementing construction of Stark Street Project.

WHEREAS, the Parties have conferred and agree to construct and install Stark Street Project prior to constructing and installing Dune 3 Project, and no later than November 2026, to meet DWR Grant deadlines.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and of the covenants and agreements herein contained, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is twofold: (1) to ensure the District is reimbursed for all expenses incurred in constructing and installing Phase 1 and Phase 2 of the Project; and (2) to ensure the District’s work is done in compliance with the Authority’s Urban Community Drought Relief Grant.

2. Scope of Work. The District shall complete the following tasks required by the Authority’s Grant as part of the District’s scope of work to complete the Project:

- a. Task 5: CEQA Documentation. District shall complete environmental review pursuant to CEQA and prepare and file all necessary environmental documentation. District shall prepare a letter stating no legal challenges (or addressing legal challenges).
- b. Task 6: Permitting. District shall obtain an Encroachment Permit from the County of Kern for the Project. The project is not located within the District's boundary so LAFCO approval is needed. District understands that the State Water Resources Control Board Division of Drinking Water will need to review the construction plans. District to obtain any other needed permits.
- c. Task 7: Design. District. District will design the pipeline and laterals, controls, valves and meters connecting the residences to the 8-inch PVC water pipe. Said design to include the "tie-in" to planned Drummond Avenue Pipeline. The design will be to District specifications. District is responsible for 100% Design Plans and Specifications.
- d. Task 10: Construction Administration. There is no expected contractor review or questions as District is constructing the Project. District will provide a full-time engineer construction observer who will be on site for the duration of the Project. The engineer construction observer will be responsible for managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting pre-construction conditions, daily construction diary, preparing change orders, addressing contractor question, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, reviewing contractor work and notifying contractor if work is not acceptable.

Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

- e. Task 11: Construction. District is responsible for all construction activities necessary to complete the Project. These activities include:
 - (i) Mobilization and Demobilization: District to move equipment and materials to and off the site and site clean-up.
 - (ii) Site Preparation: Site preparation tasks include any necessary clearing and grading.

- (iii) Install, construct, excavate: Construction activities include the construction of water distribution systems including pipelines, laterals, controls, valves and meters connecting the residences to the 8-inch PVC water pipe and “tie-in” to Springer Pipeline.
- (iv) Improvements: District will install any additional improvements needed to complete the Project and connect the residences to the 8-inch PVC water pipe, if reimbursable.
- (v) Photographs: District to provide photographic documentation of progress made on the Project.

3. Reimbursement. The District shall submit a monthly invoice to the Authority for any expenses incurred for District providing the work described in this Agreement. The invoice shall include copies of all invoices/charges paid by the District for the Project and charges for the use of District personnel to complete the Project. The Authority shall remit payment within sixty (60) days receipt of said invoice.

4. Coordination. The Parties agree to coordinate the tasks related to District’s work on the Project. The Parties shall consult with each other prior to making any recommendations with respect to any time/schedule adjustments.

5. Dispute Resolution. In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination or breach of this Agreement, the Parties shall in good faith meet and confer in an attempt to informally resolve such matter(s). If the Parties are unsuccessful in resolving such matter(s) through an informal meeting process, they may attempt to resolve such matter(s) through mediation, through arbitration under the rules and regulations of the American Arbitration Association or they may exercise whatever other legal rights and remedies they may have.

6. Termination. Either Party retains the right to terminate this Agreement, at its sole discretion, upon thirty (30) days written notice. In the event of termination of this Agreement, the payment of monies due to District for District's work performed prior to the date such termination notice is received by the District shall be paid within sixty (60) days after receipt of an invoice as provided in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**INDIAN WELLS VALLEY
WATER DISTRICT**

**INDIAN WELLS VALLEY
GROUNDWATER AUTHORITY**

By: _____
Ronald R. Kicinski, President
Board of Directors

By: _____
Scott Hayman, Chairman
Board of Directors

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IWVGA ADMINISTRATIVE OFFICE
STAFF REPORT

TO: IWVGA Board Members **DATE:** February 11, 2024

FROM: IWVGA Staff

SUBJECT: **Agenda Item 11 – Authorize Contract Agreement with Hamner, Jewell & Associates for Easement Acquisition Services for Consolidation Grant Projects**

BACKGROUND

The Indian Wells Valley Groundwater Authority (IWVGA) has been awarded a \$3.3 million grant from the California Department of Water Resources’ Urban Community Drought Relief Grant (UCDRG) Program to implement a Shallow Well Consolidation Project. The UCDRG Program is intended to address impacts to basin water supplies for the benefit of human health and safety. The \$3.3 million grant can be used for planning, designing, and constructing projects to consolidate shallow wells that may be impacted by declining groundwater levels into the Indian Wells Valley Water District’s (IWWVD) water distribution system.

DISCUSSION

As discussed at the January 2026 Board meeting, Phase 2 of Rademacher Consolidation Project has been delayed due to issues in obtaining easements. There are three properties for which easements still need to be obtained. Issues in obtaining these easements have been ongoing since April 2025. One property owner has asked for a guarantee of a service connection at no cost in exchange for signing the easement. The other two properties have not responded to any of the IWWVD’s attempts to reach out to obtain the easement. As the IWWVD has expressed concerns about performing construction during summer months and high demand months, easements should be obtained as soon as possible.

Despite multiple attempts by the IWWVD to reach out to residents on Rademacher for easements, these three easements have yet to be obtained. Additionally, staff expect obtaining easements associated with the Stark Street Consolidation Project to be difficult, due to some residents previously expressing their desire to drill a new well instead of consolidating with the IWWVD. Given the tight timeframe to complete these two consolidation projects by the grant deadline of December 31, 2026 and due to increased demands on staff time related to ongoing litigation and other priority projects, staff proposes to use a right-of-way consultant to help expedite obtaining easements for these two consolidation projects.

In January 2026, staff reached out to Beacon Integrated Professional Resources Inc., DBA Hamner, Jewell & Associates, a California S-Corporation (Hamner, Jewell & Associates) to assist in obtaining easements. Hamner, Jewell & Associates’ proposal has a total budget of \$59,500.00. Hamner, Jewell & Associates have estimated 6-9 months to obtain easements, upon authorization to proceed under the contract. A Contract Services Agreement between the IWVGA and Hamner,

Jewell & Associates, has been prepared and is included in your Board packet.

FISCAL IMPACT

The costs associated with the Stark Street consolidation and obtaining easements will be funded through the UCDRG Program. Sufficient excess funding is available under the program, and staff does not anticipate that expenditures will exceed the grant award.

RECOMMENDED ACTION

Staff recommend that the Board authorize a Contract Services Agreement with Hamner, Jewell & Associates and the IWVGA to assist in obtaining easements for the consolidation projects, for a cost not to exceed of \$59,500.00.

CONTRACT SERVICES AGREEMENT

By and Between

Indian Wells Valley Groundwater Authority

and

Beacon Integrated Professional Resources Inc., DBA Hamner, Jewell & Associates,

a California S-Corporation

for Consolidation Projects Easement Acquisition Services

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

AND

**BEACON INTEGRATED PROFESSIONAL RESOURCES INC., DBA HAMNER,
JEWELL & ASSOCIATES, A CALIFORNIA S-CORPORATION**

FOR

CONSOLIDATION PROJECTS

EASEMENT ACQUISITION SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2026 by and between the Indian Wells Valley Groundwater Authority, (“Authority”) and Beacon Integrated Resources Inc., DBA Hamner, Jewell & Associates, a California S-Corporation (“Contractor”). Authority and Contractor may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

- A. Whereas, The Authority has recently secured a UCDRG grant funding opportunity through DWR for planning and design-level activities intended to consolidate individuals and small water systems into the Indian Wells Valley Water District (“IWVWD”). ;
- B. Whereas, on January 19, 2026 the Authority requested assistance from Contractor for easement acquisition services for Consolidation Projects.
- C. Whereas, Contractor responded to Authority and Contractor desires to enter into this Agreement for acquisition of easement 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 and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Compliance with Law.

Contractor shall keep itself informed concerning, and shall 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, defend and hold harmless Authority, its officers, employees or agents of Authority, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Authority hereunder.

1.4 Familiarity with Work.

By executing this Agreement, Contractor warrants 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 warrants 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 Authority, except such losses or damages as may be caused by 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 "Budget Proposal" included in Exhibit "A" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty Nine Thousand, Five Hundred Dollars (\$59,500.00) (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 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 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 Authority 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 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.

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:

Lillian D. Jewell

President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for 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 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 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 Authority in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by 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 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 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 Authority to the Water Resource Manager. Unless otherwise specified herein, any approval of 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. 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 Authority and shall remain at all times as to 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 Authority. 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 venturer 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 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 Authority.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of 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 insureds 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 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.

(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.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by 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 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 Authority will be promptly reimbursed by Contractor or 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 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 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 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 Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds 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 Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds 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, 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 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 Authority. 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 Authority.

(p) Timely notice of claims. Contractor shall give 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, defend and hold harmless the Authority, its member agencies, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with 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 will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Authority, its officers, agents or employees for any such claims or liabilities arising out of or in connection with 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;

(c) In the event the Authority, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Authority, its member agencies, its officers, agents or employees, any and all costs and expenses incurred by the Authority, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify Authority hereunder therefore, and failure of 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 Authority's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Authority's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

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 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. The Water Resource Manager shall have full and free access to such books and records at all times during normal business hours of Authority, 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 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.

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 Authority and shall be delivered to 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 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 Authority of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Authority for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Authority.

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 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 covenants 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 Authority to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (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 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 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 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.

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 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 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 covenants 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 covenants 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 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 warrants 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 covenants 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 Authority for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by 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 seventy-two (72) hours 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 warrants and 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 warrant 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

April Keigwin, Acting General Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Keith Lemieux, Board Counsel

CONTRACTOR:

Beacon Integrated Professional Resources Inc., a
California S-corporation
DBA Hamner, Jewell & Associates

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 3183 Duncan Road, Suite E
San Luis Obispo, CA 93041-6781

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 KERN

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPAAUTHORITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF KERN

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TITLE OR TYPE OF DOCUMENT

TITLE(S)

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 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

Contractor's Proposal

EXHIBIT "B"

Invoice Sample



HAMNER, JEWELL & ASSOCIATES

Government Real Estate Services

Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (805) 773-1459

Writer's email address: ljewell@hamner-jewell.com

February 2, 2026

via email to: HelenaC@stetsonengineers.com

Indian Wells Valley Groundwater Authority
c/o Helena Chu
Stetson Engineers
861 S. Village Oaks Drive, Suite 100
Covina, CA 91724

Subject: Indian Wells Valley Groundwater Authority – Consolidation Projects in Ridgecrest
Acquisition of Easements – Rademacher Project and Stark Street Project

Dear Helena,

Thank you for contacting Hamner, Jewell & Associates to provide right of way review, analysis, consultation, and assistance with acquiring subsurface waterline easements in conjunction with the Rademacher Consolidation Project and Stark Street Consolidation Area, projects being undertaken by the Indian Wells Valley Groundwater Authority (“Authority”) in the Ridgecrest area, Kern County. We are pleased to provide assistance to you and the Authority with these easement acquisitions!

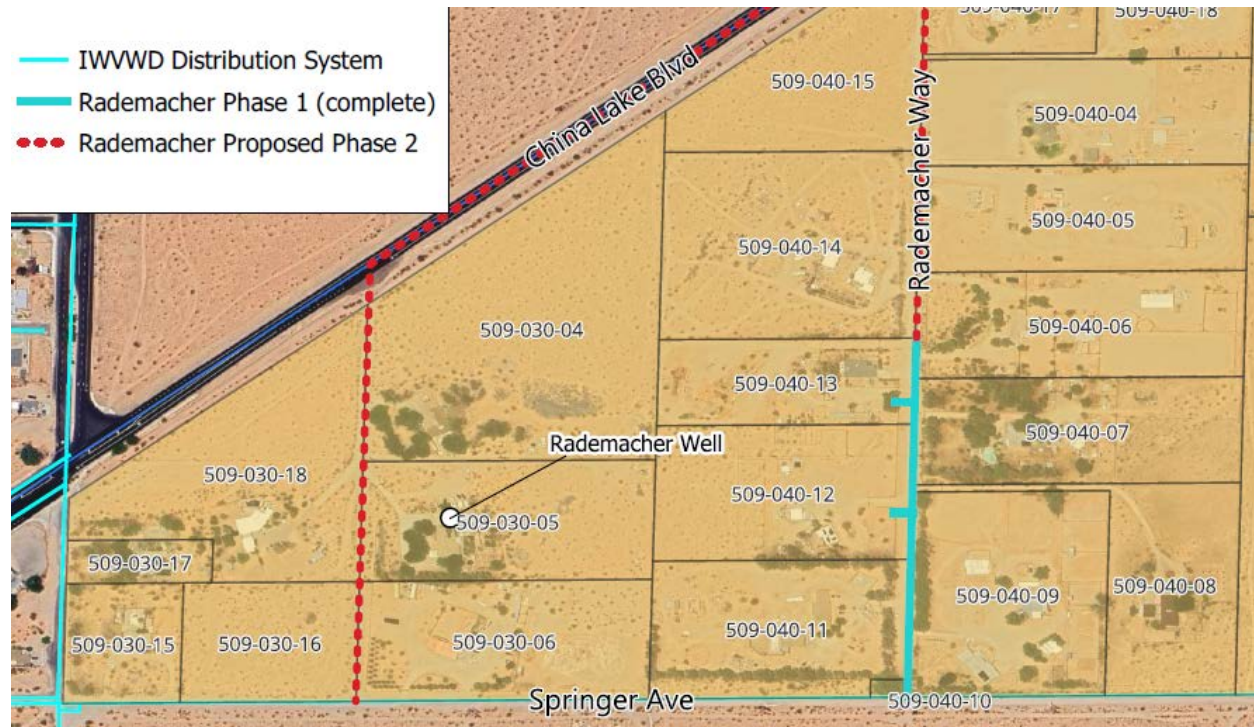
Scope of Work

We understand that between the two above noted Subject projects, there are thirteen (13) identified properties requiring easement acquisitions, with the possibility of two additional parcels with which you may seek our help. Below is a table showing the parcel list per the information you have previously provided to us; the Rademacher Project parcels are shaded in blue and the Stark Street parcels are shaded in green.

APN	Address	Owner
509-030-04	1558 S Gordon St, Ridgecrest, CA 93555	Moore Rachel
Possible additional parcels (in blue) for which assistance may be needed:		
509-040-14	1501 S Rademacher Way, Ridgecrest, CA 93555	
509-040-15	Ridgecrest, CA 93555	
352-354-10	Ridgecrest, CA 93555	Fuller Thomas & Jamie A
352-354-11	Ridgecrest, CA 93555	Stark St Water Co.
352-354-12	4524 Stark St, Ridgecrest, CA 93555	Nichols W Mark & Diane C
352-354-13	4518 Stark St, Ridgecrest, CA 93527	Nichols W Mark & Diane C
352-354-14	4512 Stark St, Ridgecrest, CA 93555	Alen Dean Calvin
352-354-15	Ridgecrest, CA 93555	Connolly John R & Isabel S

352-354-16	(4505 Stark St) Ridgecrest, CA 93555	Mathews Robert L Jr & Julie R
352-354-17	4511 Stark St, Ridgecrest, CA 93555	Long Brandon & Alycianna
352-354-18	4517 Stark St, Ridgecrest, CA 93555	Koepfel Jared & Wendy
352-354-19	(4523 Stark St) Ridgecrest, CA 93555	Olivas Maria
352-354-20	4529 Stark St, Ridgecrest, CA 93555	Vanover Jananvee
352-354-21	4535 Stark St, Ridgecrest, CA 93555	Peterson Clayton E

The Rademacher parcels are shown below:

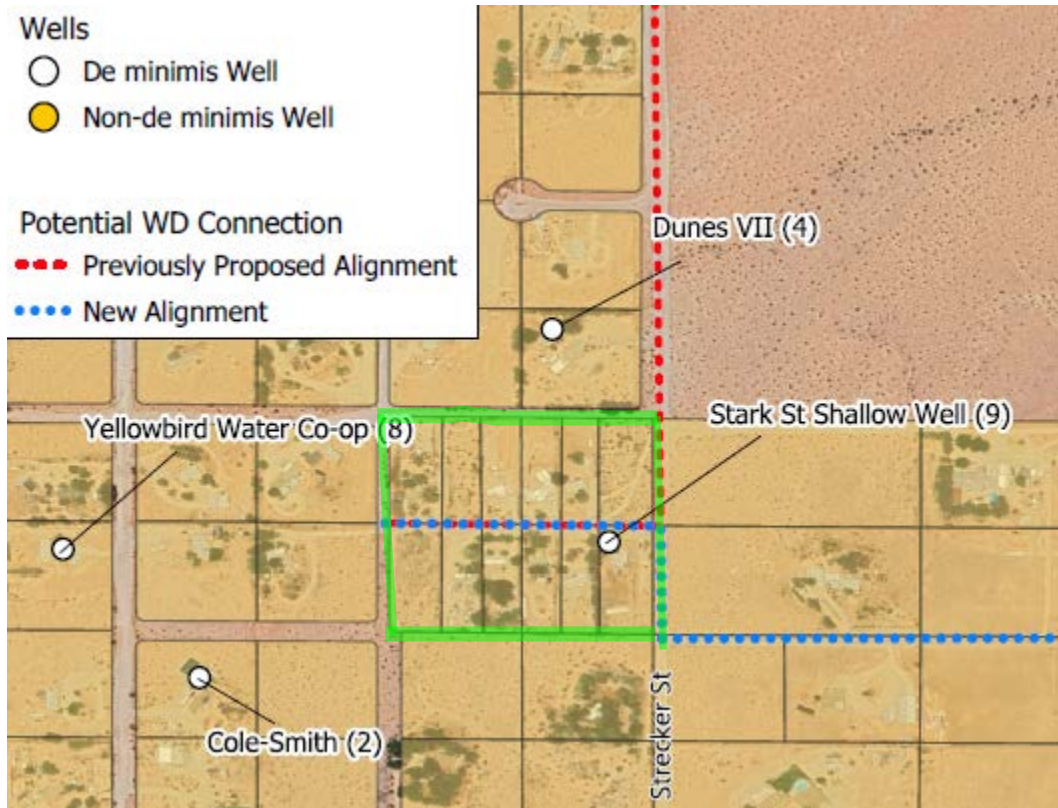


You have indicated that AP# 509-030-04 has been non-responsive to date and thus our assistance is immediately sought on this parcel. You indicated that parcel AP# 509-040-14 is trying to negotiate for water service, which is not possible without annexation, so that has been the hurdle on that parcel.

You would like us to do some research to review and find any existing easements to confirm the rights the Authority may have in this area. You hope that condemnation would not be needed but you are anxious to secure these rights so you can build these projects before the DWR grant that is available to fund the project expires.

We would assist you with the title review and identification of existing rights that may be of value for the project. We will also help with reaching out to property owners after getting updated by the Authority team about prior communications with each property owner, and would help pursue owner responses and cooperation. If needed, we could provide valuations for the purpose of supporting monetary offers, make written offers to the owners on the Authority's behalf, and handle the documentation to confirm agreement and deed conveyance.

Stark Street Consolidation:



We understand that you seek support in reviewing property rights within Stark Street in conjunction with running a new waterline down this presumably private street fronted by twelve properties.

Because all of your proposed easements for each of these projects are within streets, or private roadways, we assume that the easement values will be nominal and that we can pursue these easements without obtaining formal appraisals. We can obtain title reports on the subject properties to assist with confirming record ownerships and what easement rights may already encumber each property. If formal appraisals are needed, we would pursue those only after consultation with the Authority to determine whether or not it wants to go down that path and expend appraisal fees. We have obtained appraisal estimates from independent State licensed Certified General Real Estate Appraisers in case appraisals would be sought.

For the Stark Street owners, we would begin with letter outreach followed by individual pursuit of each owner's required approvals. We have notary publics on staff as well as independent notaries in the area to assist and facilitate deed signings.

Budget

To assist you with these services, we propose to bill monthly in accordance with the terms and provisions of our current **Time and Materials Fee Schedule**. We would work closely with you and your project team to ensure that we are investing our efforts in accordance with your needs and preferences. We can adjust our time expenditures to as little or broad as you seek and we look forward to working as an integrated part of a cohesive team in achieving the project goals within the timelines allocated. In any case where one is working with people rather than completing an independently controllable task, it is always difficult to speculate in advance the specific amount of time that may be required to complete our goals. Some owners definitely require more time and effort than others, however for your budgetary purposes, we provide our Time and Materials Fee Schedule as an attachment to this proposal letter and a proposed total budget contract allocation on the following page.

Budget Proposal	
Right of Way Services <i>Easement acquisitions (300 hours allocated of HJA staff time = estimated average 20 hrs/parcel)</i>	\$50,000
If you have not yet obtained: Preliminary Title Reports (x13) <i>Fidelity National Title Company</i>	\$8,000
Real Property Appraisals – Estimate Per Parcel <i>Central California Appraisals, MAI, Licensed Certified General Real Estate Appraisers</i>	\$2,500/parcel (fee may vary based on parcel complexity and volume of parcels ordered at one time) ⁽¹⁾
Other Direct Costs (Mileage, Postage, etc.)	\$1,500
Total Proposed Budget (excluding Appraisals):	\$59,500

Appraisal quotes are valid for six months from the date of the proposal. Pre-authorized supplemental appraisal fees will be billed 50% upon appraisal initiation, with the remaining balance due upon delivery of the completed appraisal reports.

We will bill only for time and costs actually expended. If less time is required, we will bill only for the time and costs expended.

Indian Wells Valley Groundwater Authority will be solely responsible for any actual compensation payments made to property owners for the purchase of easements, for all pre-authorized title reports and appraisal fees, and any and all transactional processing, title policy charges, closing costs, and recording fees. (Public Agency deeds should be exempt from recording fees). Any legal review and consultation with regard to proposed offer, agreement and deed documents we assume would be handled directly by the Authority's legal counsel. The Authority will also provide us with project plans and legal descriptions and work closely with us with regard to answering design and construction questions for which answers are sought to support property owner questions and discussions.

Conclusion

We hope that this proposal meets your needs and we look forward to working with you on these projects. If you have any questions about this proposal, our proposed scope of work or fee schedule, please contact me at (805) 773-1459 or by email at ljewell@hamner-jewell.com.

Sincerely,



Lillian D. Jewell
Senior Associate

Hamner, Jewell & Associates
Government Real Estate Services
Phone (805) 773-1459
ljewell@hamner-jewell.com



FISCAL YEAR 2025-2026 RATE SCHEDULE

Hamner, Jewell & Associates

(a Division of Beacon Integrated Professional Resources, Inc.)

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Our Rate Schedule for fiscal year 2025-2026 will be held the same as the prior year, as follows:

Senior Associate – Lillian Jewell	\$288 an hour
Senior Associates II	\$145-210 an hour
Senior Associate I	\$140-190 an hour
Associates II (Acquisition/Relocation)	\$120-155 an hour
Associates I (Acquisition/Relocation)	\$95-140 an hour
Contract Administrators	\$120-180 an hour
Project Coordinators	\$95-135 an hour
Transaction/Escrow Coordinators	\$85-130 an hour
Transaction Assistants	\$85 an hour
Assistants/Clerical Support	\$75 an hour
Appraisers	Lump Sum Fee per Appraisal Assignment

These rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate for automobile travel, or actual expenses for rail or air travel), special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third-party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. Fees charged by insurance companies for issuing insurance certificates for client per contract requirements will also be billed through to client for reimbursement. Per diem charges may apply in cases where the project area is more than two hours auto commuting time away from a Hamner, Jewell & Associates (HJA) office location.

All reimbursable and third-party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference, unless mark-up is contractually restricted. Mileage and travel costs will be passed through without mark-up.

Statements for work shall be rendered monthly. Payments are due within thirty days. Payments not received within said period will accrue interest at a rate of 10% per annum.

If HJA is called upon or compelled to provide support for litigation or other proceedings, or respond to subpoenas in any way whatsoever related to the work HJA has completed on client's behalf, client shall pay HJA for required time in accordance with the hourly rates and fees specified in this Fee Schedule, except, however, any time for court testimony and depositions shall be paid at a rate of \$500/hour for HJA Senior Associates, \$325/hour for HJA Associates, and \$200/hour for HJA support staff. HJA shall additionally be reimbursed for all out-of-pocket and overhead expenses in connection with such proceedings. This provision shall survive the term of the contract and shall be binding without restriction or otherwise stated contract budget limitations.

Rates may be adjusted annually with thirty days advance written notice. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions.



HAMNER, JEWELL & ASSOCIATES
Government Real Estate Services
Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting
Offices in Ventura, San Luis Obispo and Fresno Counties
Writer's Telephone Number: (805) 773-1459
Writer's email address: businessoffice@hamner-jewell.com

Hamner, Jewell & Associates Contracting Guidelines

Thank you for contracting with Hamner, Jewell & Associates for your upcoming project. This is to provide you with important information to facilitate and expedite our contracting process.

For contracting purposes please use the following information:

Corporate Name:

Beacon Integrated Professional Resources Inc., a California S-corporation
DBA Hamner, Jewell & Associates

Corporate signatory is:

Lillian D. Jewell
President

Our Company EIN# 77-0551695

Please direct your correspondence regarding contracting and insurance issues as follows:

Contract communications, requests for contract signatures and insurance certificates:

businessoffice@hamner-jewell.com

Invoicing questions should be directed to:

accounting@hamner-jewell.com

Any hard copy noticing, or mailings to our corporate office should be directed to:

Hamner, Jewell & Associates
3183 Duncan Road, Suite E
San Luis Obispo, CA 93401-6781

Note that our corporate office handles all contracts, invoicing, AP payables, insurance certs, business licenses, and other general business administration matters. Please direct requests as indicated above for fastest responses.

Sub-Contractors and Vendors:

Please submit your invoices for payment to AP@hamner-jewell.com

Please submit your insurance certs and W-9s to CorporateAdmin@hamner-jewell.com

Thank you –We look forward to working with you on the upcoming project!

Schedule

From: [Lillian Jewell](#)
To: [Helena Chu](#)
Cc: [Cami Hamilton](#)
Subject: RE: Proposal Letter- Indian Wells Groundwater Authority
Date: Thursday, February 5, 2026 2:31:38 PM

3 weeks from authorization to proceed for title reports and ownership and title analysis, including review of existing easement rights found.

Owner outreach and follow up pursuits to obtain needed easements – I'd say allow at least 3-4 months.

Document processing for Authority acceptance and recordation – depends on Authority's processing times – say 30 days from owner's signature.

This does not include appraisals. Should the Authority choose to seek formal appraisals of certain easements, allocate 5 weeks for appraisals, two weeks for review and offer package preparation, and at least 90 days for offer presentation and negotiations to seek agreement.

All in all, 6-9 months depending on owner receptiveness and responsiveness.

We realize you want completion before yearend. If that means completion of construction, we can assess by 7/1/2026 progress and options if there remain any uncooperative owners. We will work with you throughout the process to identify options to overcome obstacles, whether that is utilizing existing easement rights found, placing the pipeline on one side of the road verses the other, or negotiating terms and compensation to bring the party to agreement.

Please let me know if you need additional detail. Clearly, whenever we are working with people rather than a controllable specified task, it is difficult to know for sure, at least until we directly talk to property owners and get a feel for where they are coming from. As you have already found, some owners will take more time and efforts than others.

Lillian D. Jewell

Senior Associate

Corporate Office: (805) 773-1459 (San Luis Obispo)

Corporate Office Fax: (805) 773-2418

Fresno Office: (559) 412-8710

Ventura Office: (805) 658-8844

www.hamner-jewell.com

ljewell@hamner-jewell.com

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members **DATE:** February 11, 2025
FROM: IWVGA Water Resources Manager
SUBJECT: **AGENDA ITEM 12 – WATER RESOURCES MANAGER’S REPORT**

AGENDA ITEM 12a – GRANT FUNDING UPDATE

SGMA Implementation Round 1 Update

- Invoice #13
 - Covers July 2025 to September 2025
 - Total requested payment: \$32,759.14
 - Status: Submitted to DWR, awaiting payment.
- Invoice #14
 - Covers October 2025 to December 2025
 - Due to DWR by end of February 2026
- Grant Completion Report submitted to DWR on December 31, 2025

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
 - Right-of-way consultants’ proposal under review
- Consolidation of Stark St being coordinated
 - IWVWD Reimbursement Agreement to be executed
- Request for Amendment to Grant Agreement underway
 - 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.
 - Amending Grant Scope to include Rademacher and Stark Street specific deliverables and meet work completion date of December 31, 2026
- Invoice #7
 - Covers July 2025 to September 2025

- Total requested payment: \$15,080.72
- Status: Submitted to DWR, awaiting payment.
- Invoice #8
 - Covers October 2025 to December 2025
 - Due to DWR by end of February 2026

AGENDA ITEM 12b – 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 can 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
 - Authority processing BLM’s request for an additional \$25,000 deposit under their existing Reimbursement Agreement with the Authority for review
 - January 26, 2026: Coordination meeting with BLM, Blue Mountain Development, WRM Staff, and Environmental consultant regarding Project status and easement requirements
 - January 22, 2026: Monthly coordination meeting with all Project consultants and WRM Staff to coordinate pathway forward for the Project
 - Attended several individual coordination meetings throughout January with WRM Staff, Blue Mountain Development, Env. and ROW consultants, and subconsultants for resolution planning of key technical issues
 - Continuing ongoing coordination with Caltrans, California Department of Parks and Recreation (Cal Parks), and Southern California Edison (SCE)
 - Bi- weekly meetings with SCE
 - SCE Staff continuing design of the powerlines between Pump Station No. 2 and Pump Station No. 3
 - SCE Staff provided KMZ files of powerlines for review
 - Coordinating meeting with Cal Trans to discuss temporary and permanent access routes off Hwy 395 and the Hwy 395 jack and bore crossing.
 - Coordinating finalization of the location of the Hwy 395 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
 - P&P and Blue Mountain Development continuing analyzing results and design recommendations pursuant to AVEK and Kennedy Jenks’s updated hydraulic modeling of the California City Feeder and North Feeder’s
 - Next Steps:

- Imported Water Pipeline Right-of-Way Services
 - January 22, 2026: Monthly coordination meeting with all Project consultants and WRM Staff to coordinate pathway forward for the Project
 - Attended several individual coordination meetings throughout January with WRM Staff, Blue Mountain Development, Env. and Design consultants, and subconsultants for resolution planning of key technical issues
 - Including January 19, 2026 meeting specifically regarding Right of Way
 - Continuing Acquisition Services Task, Preliminary Title Report and Appraisal Report tasks
 - Staff reviewing draft Right of Way Acquisition Plan
 - Coordinating plats and legal descriptions with Design team
 - Next Milestone:
 - Provide a final Right of Way Acquisition Plan
 - Complete plats and legal descriptions

- Blue Mountain Development (BMD) Program Management Services
 - January 22, 2026: Monthly coordination meeting with all Project consultants and WRM Staff to coordinate pathway forward for the Project
 - Attended several individual coordination meetings throughout January with WRM Staff, Design, Environmental, and ROW consultants, and subconsultants for resolution planning of key technical issues to determine project completion strategies (including review of Pipe Materials selection and Right of Way overview)
 - January 22, 2026: Introductory Meeting with Caltrans reviewing the Hwy 395 alignment and associated requirements.
 - January 26, 2026: Held coordination meeting with BLM, WRM Staff, and Environmental consultant regarding Project status and easement requirements
 - BMD 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
 - BMD establishing central project document repository
 - Next Steps:
 - Complete integrated Master Schedule, identify risk factors and planning strategies to address and mitigate areas of concern.
 - Projected to provide draft for Staff review by early- February 2026
 - Develop Project Completion Action Plan & Recommendations
 - Project Completion Plan & Recommendations shall determine any additional budget required to complete the Project in 2026

- Submittals to DWR
 - Continuing monthly coordination meetings with DWR on IP Grant progress
 - January 20, 2026: Executed Amendment No. 2 to the Grant Agreement to align the Grant deliverables with the work funded by Grant.
 - Updated list of deliverables includes:
 - 60% Design Level Plans
 - Environmental Initial Study and Technical Studies
 - Draft Right of Way Acquisition Plan
 - Staff submitted deliverables per the proposed Amendment by December 31, 2025

- 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
 - Performance Evaluation No. 1 submitted to EPA on January 30, 2026.

- US Army Corps of Engineers Planning Assistance to States (PAS) Program
 - GA Staff is coordinating with USACE on tasks
 - February 5, 2026: Scheduled coordination meeting with the Army Corps to discuss scope of work

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 12c – 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.
- During week of December 10
 - Staff used fabricated tools to clear obstructions in USBR1-MD and USBR1-D and to remove floating trash from Navy Well 25C02
 - Staff performed routine maintenance and/or inspection of five Wellintel units
- Stetson, the Navy, and KCWA have scheduled Spring 2026 water level measurement field work week of March 9.

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.
 - BLM requested an updated Request for Work Authorization via email and committed to moving the project forward
 - Meeting with Epsilon and BLM to discuss the planned archaeological survey to be scheduled
 - Permit documents and description of permit status were provided
- 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
 - Grants Voucher rejected by Navy on February 4, 2026
 - Invoice for RVS-1 to be resubmitted for reimbursement week of February 9.

ACTION(S) REQUIRED BY THE BOARD

There are no actions required by the Board.

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BUDGET TO ACTUAL REPORT: YEAR-END REPORT IN PROGRESS

		ACTUALS BY REVENUE ALLOCATION							(A-B)	(B/A)	
		Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	\$	%	
		Extraction	Augmentation	Shallow	SGMA IP	EPA Grant	Navy/COSO	Estimated	REMAINING	COMPLETED	
		Transient Pool		Well Mitigation		UCDR Grant	Fund				
	ORIGINAL										
1	REVENUE										1
2	Extraction Fee - Restricted	900,000	799,928	-	-	-	-	799,928	100,072	89%	2
3	Transfer In/Loan from Augmentation Fund	588,701	-	-	-	-	-	-	588,701	0%	3
4	Prior Year Fund Balance	283,409	-	-	-	-	-	-	283,409	0%	4
5	Augmentation Fee	2,180,781	-	1,837,492	-	-	-	1,837,492	343,289	84%	5
6	Transfer In/Loan Repayment from Extraction Fund	-	-	-	-	-	-	-	-	0%	6
7	Shallow Well Mitigation Fee	115,000	-	-	93,478	-	-	93,478	21,522	81%	7
8	Second Transient Pool Fee - Unrestricted		585,334	-	-	-	-	585,334	(585,334)	0%	8
9	Department of Water Resources (DWR) Grants -IP Grant	731,870	-	-	-	672,228	-	672,228	59,642	92%	9
10	Urban Community Drought Relief Grant Program	1,625,700	-	-	-	-	234,547	234,547	1,391,153	14%	10
11	EPA Resilience Grant	2,678,434	-	-	-	-	-	-	2,678,434	0%	11
12	Navy/COSO Royalty Fund	345,000	-	-	-	-	-	-	345,000	0%	12
13	Miscellaneous Revenue	-	-	-	-	-	-	-	-	0%	13
14										0%	14
15	TOTAL REVENUES	9,448,895	1,385,262	1,837,492	93,478	672,228	234,547	4,223,006	5,225,889	45%	15
16	EXPENSES										16
17	Administration										17
18	Administration (RGS)	340,000	155,173	155,173	-	-	-	310,346	29,654	91%	18
19	Office Rent (City of Ridgecrest)	3,600	1,950	1,950	-	-	-	3,900	(300)	108%	19
20	Office Supplies	1,000	573	573	-	-	-	1,146	(146)	115%	20
21	Postage and Delivery	360	-	-	-	-	-	-	360	0%	21
22	External Audit	37,000	9,250	9,250	-	-	-	18,500	18,500	50%	22
23	Council Chambers/IT Services (City of Ridgecrest)	8,500	1,806	-	-	-	-	1,806	6,694	21%	23
24	General Counsel (Aleshire & Wynder/City of Ridgecrest)	309,000	224,774	-	-	-	-	224,774	84,226	73%	24
25	Additional Legal Services (Aleshire & Wynder/City of Ridgecrest)	10,000	-	-	-	-	-	-	10,000	0%	25
26	Additional Legal Services-Imported Water Pipeline (Aleshire & Wynder)	-	-	-	-	-	-	-	-	0%	26
27	Insurance Premium	20,000	19,691	-	-	-	-	19,691	309	98%	27
28	Legal Notices (Daily Independent)	2,000	919	-	-	-	-	919	1,082	46%	28
29	Memberships (Cal. Assoc.Mutual Water Co)	100	-	-	-	-	-	-	100	0%	29
30	Printing and Reproduction	-	-	-	-	-	-	-	-	0%	30
31	Bank Service Charges	100	12	-	-	-	-	12	88	12%	31
32											32
33	Non-Departmental										33
34	Other Legal Services (RWG Law)	500,000	-	696,827	-	-	-	696,827	(196,827)	139%	34
35	Lobbying Services (Capitol Core)	216,625	11,963	204,301	-	-	-	216,264	361	100%	35
36	Other Professional Services (Garrison Brothers)	-	-	-	-	-	-	-	-	0%	36
37	California State Lands Commission	140	100	-	-	-	-	100	40	71%	37
38	Miscellaneous- IWVWD Grant Repayment	-	-	-	-	-	-	-	-	0%	38
39	Repayment of City of Ridgecrest In-Kind Services	500,000	145,873	354,127	-	-	-	500,000	-	100%	39
40	Transfer Out/ Loan Repayment to Augmentation Fund	-	-	-	-	-	-	-	-	0%	40
41	Transfer Out/Loan to Extraction Fund	588,701	-	-	-	-	-	-	588,701	0%	41

BUDGET TO ACTUAL REPORT: YEAR-END REPORT IN PROGRESS

		ACTUALS BY REVENUE ALLOCATION							(A-B)	(B/A)	
		Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	\$	%	
		Extraction	Augmentation	Shallow	SGMA IP	EPA Grant	Navy/COSO	Estimated	REMAINING	COMPLETED	
		Transient Pool		Well Mitigation		UCDR Grant	Fund				
ORIGINAL											
42											42
43	Community Engagement										43
44	Design Services	25,000	-	167,571	-	-	-	167,571	(142,571)	670%	44
45	Printing and Reproduction	10,000	-	-	-	-	-	-	10,000	0%	45
46	Website Services	15,000	-	-	-	-	-	-	15,000	0%	46
47	Website	315	-	-	-	-	-	-	315	0%	47
48											48
49	Shallow Well Mitigation Program										49
50	Shallow Well Mitigation Emergency Assistance Program	50,000	-	-	-	-	-	-	50,000	0%	50
51	Shallow Well Mitigation Program: Outreach and Impacts Eval.(Stetson)	15,000	-	-	6,161	-	-	6,161	8,839	41%	51
52											52
53	NAVY/COSO Program										53
54	Navy/Coso Royalty Fund: Rose Valley MW Permitting, Bid, Drilling (Stetsor)	45,000	149	-	-	-	-	149	44,851	0%	54
55	Navy/Coso Royalty Fund: Develop Projects & Secure Funding (Stetson)	15,000	848	-	-	-	-	848	14,153	6%	55
56	Navy/Coso Royalty Fund: Cooperative Agreement	10,000	2,435	-	-	-	-	2,435	7,565	24%	56
57	Rose Valley Construction	300,000	-	-	-	-	-	-	300,000	0%	57
58											58
59	Basin Management Administration										59
60	Production Reporting, Transient Pool, and Fee Support (Stetson)	35,000	5,346	-	-	-	-	5,346	29,655	15%	60
61	Meetings and Prep (Stetson)	170,000	78,001	78,001	-	-	-	156,002	13,998	92%	61
62	Budget Support (Stetson)	15,000	26,859	-	-	-	-	26,859	(11,859)	179%	62
63	Stakeholder Coordination (Stetson)	5,000	-	-	-	-	-	-	5,000	0%	63
64	Litigation Support (Stetson)	90,000	-	147,676	-	-	-	147,676	(57,676)	164%	64
65											65
66	Basin Management										66
67	General Engineering (Stetson)	50,000	17,702	-	-	-	-	17,702	32,298	35%	67
68	TSS: El Paso Well Drilling Support (Stetson)	-	-	-	-	-	-	-	-	0%	68
69	TSS: General Coordination/Application Support (Stetson)	10,000	-	-	-	-	-	-	10,000	0%	69
70	Coordination with DWR on GSP Review (Stetson)	-	-	-	-	-	-	-	-	0%	70
71	GSP 5-Year Update (Stetson)	100,000	33,174	-	-	-	-	33,174	66,826	33%	71
72	Annual Report Preparation (Stetson)	75,000	27,436	-	-	-	-	27,436	47,565	37%	72
73	Data Management System Support (Stetson)	40,000	27,369	-	-	-	-	27,369	12,631	68%	73
74	Allocation Plan: Allocation Process & Transient Pool Support (Stetson)	-	-	-	-	-	-	-	-	0%	74
75	Allocation Plan and Rules & Regs on Pumping/Restrictions (Stetson)	10,000	-	-	-	-	-	-	10,000	0%	75
76	Allocation Plan: Following & Transient Pool Transfer Program (Stetson)	-	-	-	-	-	-	-	-	0%	76
77	Configuration Management Plan (Stetson)	100,000	-	-	-	-	-	-	100,000	0%	77
78	General Project Management (Stetson)	40,000	16,339	-	-	-	-	16,339	23,662	41%	78
79	Model Transfer and Upgrade (Stetson)	-	14,771	-	-	-	-	14,771	(14,771)	0%	79
80	Data Collection, Monitoring, and Data Gaps (Stetson)	225,000	84,289	-	-	-	-	84,289	140,711	37%	80
81	Imported Water: Negotiations and Coordination(Stetson)	10,000	-	3,949	-	-	-	3,949	6,052	39%	81
82	Imported Water: Engineering and Analysis(Stetson)	-	-	-	-	-	-	-	-	0%	82
83	Recycled Water (Stetson)	25,000	-	106	-	-	-	106	24,894	0%	83
84	Planning Assistance to States: Army Corps Support (Stetson)	50,000	-	119	-	-	-	119	49,881	0%	84

BUDGET TO ACTUAL REPORT: YEAR-END REPORT IN PROGRESS

		ACTUALS BY REVENUE ALLOCATION							(A-B)	(B/A)
		Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	\$	\$	%
		Extraction	Augmentation	Shallow	SGMA IP	EPA Grant	Navy/COSO	Estimated	REMAINING	COMPLETED
		Transient Pool		Well Mitigation		UCDR Grant	Fund			
	ORIGINAL									
85	Basin Management (Cont'd)									
86	Review of Outside Studies and Coordination (Stetson)	15,000	-	-	-	-	-	-	15,000	0%
87	Well Monitoring Services (WellIntel Inc.)	1,700	2,398	-	-	-	-	2,398	(698)	141%
88								-	-	
89	Grant Management									
90	Grant Review and Application Preparation (Stetson)	75,000	2,172	-	-	-	-	2,172	72,828	3%
91	IP Grant Management									
92	IP Grant Administration (Stetson)	11,265	-	-	30,380	-	-	30,380	(19,115)	270%
93	Imported Water :Planning/Design/Environmental (Stetson)	50,000	-	-	49,953	-	-	49,953	47	100%
94	Imported Water :Engagement Outreach (Stetson)									
95	Imported Water :Planning/Design/Environmental (Provost & Pritchard)	520,605	-	-	1,091,929	-	-	1,091,929	(571,324)	210%
96	Imported Water :Planning/Design/Environmental (Blue Mountain)	-	-	-	21,725	-	-	21,725	498,880	4%
97	Pipeline Design					51,018	-	51,018	(51,018)	0%
98	Mojave Tank Farm						-	-	-	0%
99	CEQ/NEPA					1,509	-	1,509	(1,509)	0%
100	Imported Water :Planning/Design/Environmental (Transystems)	150,000	-	-	97,491	-	-	97,491	52,510	65%
101	Imported Water :Planning/Design/Environmental (Not Grant Reimb)	37,630	-	-	-	-	-	-	37,630	0%
102	Antelope Valley East Kern Water Agency -Reimb Agreement	-	-	-	75,000	-	-	75,000	(75,000)	0%
103										
104	Urban Community Drought Relief Grant Program									
105	Urban Community Drought Relief Funding Administration (Stetson)	20,000	-	-	-	8,190	-	8,190	11,810	41%
106	Shallow Well Consolidation Project (Stetson)	40,000	-	-	-	9,434	-	9,434	30,566	24%
107	Radmacher Consolidation Project Design	1,615,700	-	-	-	62,192	-	62,192	1,553,508	4%
108										0%
109	EPA Resilience Grant									
110	EPA Grant Administration	26,265	-	-	-	25,804	-	25,804	461	98%
111	Resilience Grant -Design/Environmental/ROW (Stetson)	116,667	-	-	-	61,119	-	61,119	55,549	52%
112	Resilience Grant - Design (Provost & Pritchard)	1,872,030	-	-	-	-	-	-	1,872,030	0%
113	Resilience Grant - Environmental (Provost & Pritchard)	216,805	-	-	-	-	-	-	216,805	0%
114	Resilience Grant - Mojave Tank Analysis (Provost & Pritchard)	92,182	-	-	-	-	-	-	92,182	0%
115	Resilience Grant - ROW (Transystems)	150,000	-	-	-	-	-	-	150,000	0%
116	City of California City	1,000	-	-	-	-	-	-	1,000	0%
117	Southern California Edison	115,000	-	-	-	-	-	-	115,000	0%
118	Cal Trans	15,000	-	-	-	-	-	-	15,000	0%
119	State Water Resources Control Board	2,985	-	-	-	-	-	-	2,985	0%
120	California Department of Fish & Wildlife	69,500	-	-	-	-	-	-	69,500	0%
121	CalOSHA	1,000	-	-	-	-	-	-	1,000	0%
122	Planning/Design/Env - (Not Grant Reimbursable)	161,120	-	-	-	-	-	-	161,120	0%
123										
124	TOTAL EXPENSES	<u>9,448,895</u>	<u>911,368</u>	<u>1,819,623</u>	<u>6,161</u>	<u>1,366,477</u>	<u>219,265</u>	<u>-</u>	<u>4,322,894</u>	<u>43%</u>
125	Surplus (Deficit)	<u>-</u>	<u>473,894</u>	<u>17,869</u>	<u>87,317</u>	<u>(694,249)</u>	<u>15,282</u>	<u>-</u>	<u>(99,888)</u>	
126										

CASH BALANCE

January 2026 Activity

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

IWVWD Augmentation/Extraction/SWM	\$ -
Second Transient Pool	-
SIGMA IP	-
All Other Cash Receipts -FY 2025	-
Total Cash Receipts	\$ -

Cash Disbursements (Obligation payments are detailed)

Warrants - N/A	
Total Cash Disbursements	\$ -

Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

December Cash Balance By Investment

Kern County Treasurer	\$ 7,712,133.25
AltaOne Credit Union	1,869,105.09
Total End of Month Cash Balance	\$ 9,581,238.34

January Activity

Cash Receipts	\$ -
Cash Disbursements	-
Banking Adjustment Pending	-
Total End of Month Activity	\$ -

January Ending Cash Balance \$ 9,581,238.34

Less: Outstanding Warrants Approved -Pending Processing	(215,649.14)
Less: Outstanding Warrants Approved-Pending Processing	(212,836.29)
Less: Outstanding Warrants -Pending Approval 2025	(89,800.92)
Less: Outstanding Warrants -Pending Approval 2026	(52,510.60)

Total Available Cash By Activity **\$ 9,010,441.39**

January Cash Balance by Investment

Kern County Treasurer	\$ 7,712,133.25
AltaOne - In Transit to Kern County	1,869,105.09
Total End of Month Balance	\$ 9,581,238.34
Less: Outstanding Warrants	(570,796.95)
Total Available Cash by Investment	\$ 9,010,441.39

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

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To: April Keigwin, General Manager Indian Wells Valley Groundwater Authority

From: Michael W. McKinney, Capitol Core Group

cc: Jeff Simonett, Capitol Core Group
Todd Tatum, Capitol Core Group
Chris Peterson, Capitol Core Group

Date: February 5, 2026

Subject: Project Update Memorandum: January 2026 Activities and Legislative Action Report

The following will serve as a Project Update Memorandum for activities in January 2026 and will provide a summary of the California State Budget, in lieu of a Legislative Actions Report.

CALIFORNIA STATE BUDGET FY2026-2027: GOVERNOR'S PROPOSED BUDGET

The budget forecast projects General Fund revenues exceeding earlier estimates by more than \$42 billion across the 2024–25 through 2026–27 period, driven by stronger cash receipts, higher stock market performance, and an improved economic outlook. However, constitutional funding obligations, reserve requirements, and escalating program costs offset these gains, resulting in a projected \$2.9 billion shortfall. Consequently, the proposed budget does not introduce major new spending initiatives and instead emphasizes the continued implementation of prior investments. For the past three (3) fiscal years, budget shortfalls have been balanced through programmatic cuts, program deferrals, and borrowing from other restricted funds. The FY2026-2207 Budget proposal by the Governor continues that trend.

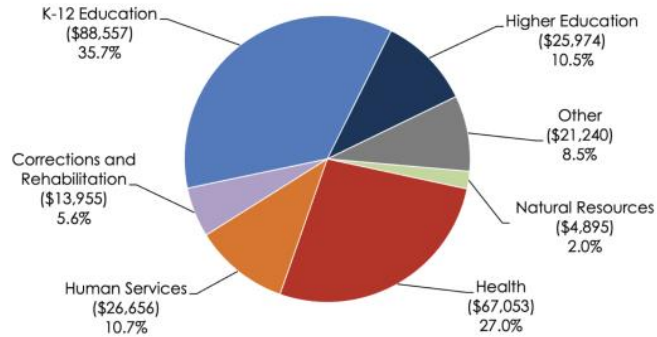
Over the last two fiscal years, the state has withdrawn approximately \$12.2 billion from the Budget Stabilization Account (“BSA” or “Rainy Day Account”) and suspended deposits into the BSA for FY2024-2025 and FY2025-2026. These actions have enabled the state to meet a “balanced budget” by using a portion of these reserves to close prior budget shortfalls. Consistent with these actions, this year’s Budget Proposal suspends a \$2.8 billion “true-up” deposit into the BSA. However, the Budget reflects a BSA deposit in 2026-27 of approximately \$3 billion and a minor “true-up” for fiscal year 2024-25. After accounting for these actions, the BSA balance in 2026-27 is \$14.4 billion—an increase compared to the 2025 Budget Act level of \$11.2 billion.

General Fund Expenditures by Agency
(Dollars in Millions)

	2025-26	2026-27	Dollar Change from 2025-26
Legislative, Judicial, Executive	\$10,460	\$7,364	-\$3,096
Business and Consumer Services	239	-	-239
Housing and Homelessness	2,393	1,038	-1,355
Transportation	764	455	-309
Natural Resources	6,400	4,895	-1,505
Environmental Protection	274	122	-152
Health and Human Services	89,144	93,709	4,565
Corrections and Rehabilitation	14,268	13,955	-313
K-12 Education	81,286	88,557	7,271
Higher Education	22,444	25,974	3,530
Labor and Workforce Development	1,127	983	-144
Government Operations	3,169	4,683	1,514
General Government:			
Non-Agency Departments	1,664	1,291	-373
Tax Relief/Local Government	757	480	-277
Statewide Expenditures	3,273	4,824	1,551
Total	\$237,662	\$248,330	\$10,669

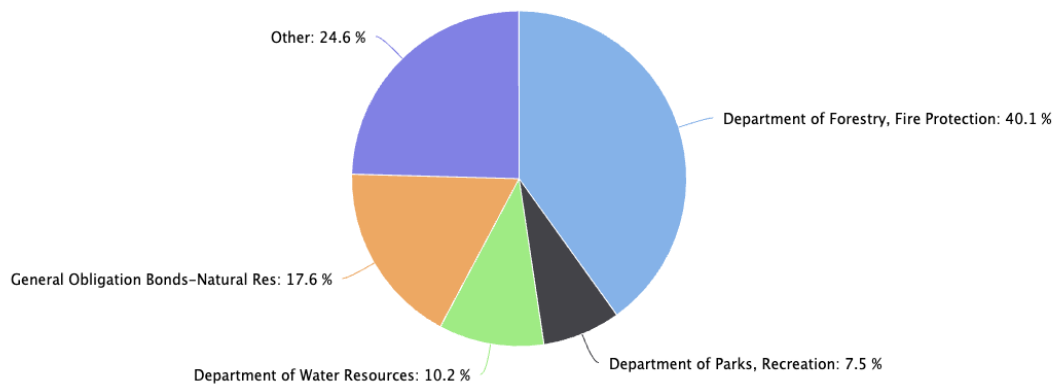
Note: Numbers may not add due to rounding.

**2026-27
General Fund Expenditures**
(Dollars in Millions)



Natural Resources

The Natural Resources section of the Budget accounts for the vast majority of funding allocated to water projects in California.



The Governor’s Proposed Budget includes \$3.697 billion for water projects during the Fiscal Year, with significant spending in the Delta Levee Program Mitigation (+\$14 million over last year) and State obligations for the San Joaquin River Settlements.

SGMA implementation returns to the State Budget, with \$422.7 million in General Fund for state operations and grants to GSAs to advance the development and implementation of their GSPs. The targeted funding accelerated sustainable groundwater implementation in high- and medium-priority basins, to help GSAs stay on track to meet SGMA’s sustainability goals by 2040.

Proposition 4 allocations accounted for a major share of the FY2025-2026 funding for water projects in the State. This year’s Budget allocates \$2.1 billion in the second year of a \$10 billion multi-year investment plan. Funding is primarily targeted at underserved communities, economically disadvantaged areas, and tribal lands.

Climate Bond Expenditure Plan
(Dollars in Millions)

Investment Category	Bond Allocation	2025-26 Appropriated	2026-27 Proposed	Out-Years
Safe Drinking Water, Drought, Flood & Water Resilience	\$3,800	\$1,199	\$792	\$1,809
Wildfire & Forest Resilience	\$1,500	\$417	\$314	\$769
Coastal Resilience	\$1,200	\$279	\$107	\$814
Extreme Heat Mitigation	\$450	\$110	\$241	\$99
Biodiversity & Nature-Based Solutions	\$1,200	\$390	\$199	\$611
Climate Smart Agriculture	\$300	\$154	\$89	\$57
Outdoor Access	\$700	\$466	\$35	\$199
Clean Air & Energy	\$850	\$275	\$326	\$249
Total	\$10,000	\$3,290	\$2,104	\$4,606

The FY2026-2027 Proposal provides \$173 million for drinking water projects serving small or disadvantaged communities or tribes, addressing failing water systems and systems at risk of failure, as well as failing private wells. Funding will also support wastewater projects serving small or disadvantaged communities that address a violation or connect unsewered homes to a centralized wastewater system.

The Governor’s request also provides \$68.8 million to support repairs to existing or new water conveyance projects. In 2026-27, the Department of Natural Resources Agency will prioritize funds for repairs to existing infrastructure. The remaining funding will be awarded as competitive grants for new conveyance projects that deliver regional or interregional benefits, such as water supply reliability, safe drinking water, increased groundwater recharge, and improvements to water security. Thus, providing a grant opportunity for IWVGA.

PROJECT 1: IMPORTED WATER SUPPLIES

Reviews of draft contracts and due diligence activities to advance the purchase of imported water supplies continued in January. Capitol Core continues to work with the legal team on these issues. Capitol Core is on schedule for these activities.

In addition, coordination between the Water Replenishment Pipeline construction management team and Capitol Core began on the needed interconnection and wheeling agreements. This activity will continue until the necessary agreements are completed and a formal handoff to USACE for pipeline construction is completed.

PROJECT 2: WATER REPLENISHMENT PIPELINE

Coordination between IWVGA and the LA District of the USACE continued with increased activity in January. Funding, originally provided under the “Planning Assistance to States” program, is being reprogrammed to support a review of environmental, engineering, and design documents by USACE staff in anticipation of the transition to the Corps for construction assistance. Further, this review will request that USACE provide validation of the cost estimate for the Water Replenishment Pipeline’s construction.

Initial briefings of Members of Congress concerning the *FY2027 Energy and Water Development Act* funding request have been completed. Meetings with Command Staff at USACE Headquarters (Pentagon) will occur in February. The Fiscal Year 2027 appropriations cycle will begin mid-February. If granted, the request – as approved by the Board in November – will initiate a “project [construction] start” during 2027. The first-year budget, as discussed with USACE, includes mobilization, purchase of rights-of-way, and tank construction. Discussion with USACE on second-year and beyond construction funding is ongoing, with significant effort focused on programmatic project funding within the authorized amount. Capitol Core and Blue Mountain Development anticipate potential budget cuts that may reduce FY2027 appropriated amounts and, working with the USACE LA District, can modify the first-year project budget to successfully initiate the project in 2027.

PROJECT 3: OTHER PROJECTS SUPPORTING THE GSP

Legislative

The 119th Congressional Session and the 2025-2026 California Legislative Session resumed in January. Congress funded the remaining portions of the government for Fiscal Year 2026 with only a minor shutdown at the end of January. The California Legislature is off to a slower start than in previous years (bill introductions are at a lower-than-normal rate). The California Senate elected Senator Monique Limon (D-21st, Oxnard) as its President Pro Tempore and welcomed new Committee Chairs. Committee hearings have resumed. Beyond the Budget, Capitol Core is reviewing a few State bills and a federal infrastructure bill for potential impact on the Authority. No priority bills have been added. A report will be provided once legislative action is required.

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