

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

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

BOARD OF DIRECTORS A G E N D A

Wednesday, March 12, 2025

Closed Session – 10:00 a.m.

Open Session will begin at 11:00 a.m.

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

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

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

Statements from the Public

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

1. CALL TO ORDER

2. ADOPTION OF AGENDA

3. PUBLIC COMMENT ON CLOSED SESSION

4. CLOSED SESSION

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

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1) - Name of case: Searles Valley Minerals Inc v. Indian Wells Valley Groundwater Authority, et. al. - Orange County Superior Court 30-2022-01239487-CU-MC-CJC)
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (§ 54956.9)
Name of Case: Searles Valley Minerals, Inc v. IWVGA [Case Number 30-2025-01457804-CU-WM-CJC]
- 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-CJC)

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

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

6. PUBLIC COMMENT

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

7. BOARD MEMBER COMMENTS

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

8. CONSENT AGENDA

- a. Approve Minutes of Board Meeting February 12, 2025
- b. Insurance Renewal
- c. Approve Expenditures
 - *To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>.*
 - i. \$232,726.36 – Stetson – (December 2024 & January 2025 invoice)
 - ii. \$123,017.92 – Provost & Pritchard – (SGMA IP)
 - iii. \$61,130.98 – Indian Wells Valley Water District (Consolidation)
 - iv. \$24,882.54 – Regional Government Services – (Replenishment / Extraction)
 - v. \$19,691.00 – Insurica (Extraction)
 - vi. \$16,362.50 – Capitol Core Group – (Replenishment)
 - vii. \$9,595.00 – Transystems (SGMA IP)
 - viii. \$2,398.00 – Wellntell (Extraction)
 - ix. \$570.00 – The Daily Independent (Extraction)
 - x. \$100.00 – California Association of Mutual Water Companies (Extraction)

9. PROFESSIONAL SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES

10. BOARD REVIEW AND POTENTIAL ACTION ON PERIODIC EVALUATION

11. BOARD TO RECEIVE AND FILE 2024 WATER YEAR ANNUAL REPORT

12. PROVOST & PRITCHARD CHANGE ORDER FOR RARE PLANT SURVEY

13. AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT WITH ANTELOPE VALLEY EAST KERN

14. 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

15. GENERAL MANAGER'S REPORT

- a. Monthly Financial Report
- b. C&E Plan Update
- c. Report on IWVGA's Water Marketer (Capitol Core Group)
- d. 2ND Transient Pool Update

16. DATE OF NEXT MEETING – APRIL 9, 2025

17. 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 MINUTES Wednesday, February 12, 2025

IWVGA Members Present:

Chairman Scott Hayman, City of Ridgecrest	Carol Thomas-Keefer, IWVGA General Manager
Phillip Peters, Kern County	Keith Lemieux, Legal Counsel
Chuck Griffin, IWVWD	Steve Johnson, Stetson Engineers
Tim Itnyre, San Bernardino County	John Kersey, US Navy, DoD Liaison
John Vallejo, Inyo County	April Keigwin, Clerk of the Board
Dana Stephenson, Bureau of Land Management	

Attending via teleconference is John Vallejo, Tim Itnyre, Carol Thomas-Keefer 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 10:20 a.m.

2. ADOPTION OF AGENDA:

Motion made by Phillip Peters and seconded by Chuck Griffin to add an agenda item to discuss a contract deadline extension for the SGMA IP Grant.

Motion carries by the following roll call vote:

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

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

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

3. PUBLIC COMMENT ON CLOSED SESSION:

None.

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

4. CLOSED SESSION:

- CONFERENCE WITH REAL PROPERTY NEGOTIATIONS
(Government Code Section 54956.8) - Property: Purchase of Water Rights; Agency Negotiator: Jeff Simonetti; Negotiating Parties: Renewable Resources Group; Under Negotiation: Price and terms of payment.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1) - Name of case: Searles Valley Minerals Inc v. Indian Wells Valley Groundwater Authority, et. al. - Orange County Superior Court 30-2022-01239487-CU-MC-CJC
- CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
(Government Code Section 54956.9(d)(1) - Name of case: Mojave Pistachios, LLC, a California limited liability company, et.al. v. Indian Wells Valley Groundwater Authority.
- 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-CJC

Closed Session adjourns at 11:13 p.m.

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

Meeting reconvenes into Open Session at 11:15 a.m.

- a. Report on Closed Session – Counsel Hall reports there was no action 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 Griffin	Present
Director Vallejo	Present
Director Itnyre	Present

6. PUBLIC COMMENT:

The board hears public comment Judie Decker, Julie Zell, Wayne Ducett.

7. BOARD MEMBER COMMENTS:

None.

8. CONSENT AGENDA:

- a. Approve Minutes of Board Meeting January 8, 2024
- b. Extension to Cooperative Agreement with United States Navy for the Rose Valley Project
- c. Approve Expenditures
*To view itemized invoices please visit <https://iwvga.org/iwvga-meetings>.
 - i. \$20,763.07 – Regional Government Services – (Replenishment / Extraction)
 - ii. \$15,643.75 – Capitol Core Group – (Replenishment)
 - iii. \$157,873.85 – Provost & Pritchard – (SGMA IP Grant)
 - iv. \$16,920.00 – Transystems – (SGMA IP Grant)(Oct – Dec 2024)
 - v. \$14,000.00 – Westbound Communications – (Extraction)

Motion made by Phillip Peters and seconded by Chuck Griffin to approve Minutes of Board Meeting

January 8, 2025, contract extension with US Navy and the following expenditures in the amount of \$20,763.07 to Regional Government Services, \$15,643.75 to Capitol Core Group, \$157,873.85 to Provost & Pritchard, \$16,920.00 to Transystems and \$14,000.00 to Westbound Communications.

Motion carries by the following roll call vote:

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

9. FINALIZATION OF SETTLEMENT WITH MOJAVE PISTACHIOS:

Special Counsel Jim Markman presents settlement agreement.

The board hears public comment from Nick Panzer and Renee Westa-Lusk.

Motion made by Phillip Peters and seconded by John Vallejo to approve the settlement agreement with Mojave Pistachios.

Motion carries by the following roll call vote:

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

10. BOARD REVIEW AND POTENTIAL ACTION ON PERIODIC EVALUATION:

Jeff Helsley provides presentation.

The Board hears public comment from George Croll, Judie Decker, Don Decker, Julie Zell, Nick Panzer and Renee Westa-Lusk.

11. WRDA-24 LETTER OF INTENT TO THE ARMY CORPS OF ENGINEERS:

Michael McKinney of Capitol Core Group presents staff report and letter of intent.

Motion made by Phillip Peters and seconded by John Vallejo to approve WRDA 24 Letter of Intent to USACE.

Motion carries by the following roll call vote.

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

12. INTRODUCTION OF SECOND TRANSIENT POOL FOR DISCUSSION AND COMMENT—RESOLUTION 01-25:

Counsel Hall provides verbal update on resolution for second transient pool. Draft will be made available for review and comment on Friday, February 12 on the IWVGA website.

The Board hears public comment from Renee Westa-Lusk.

13. CONSOLIDATION GRANT FUNDING BUDGET:

Jeff Helsley presents staff report and consolidation project budgets.

The Board hears public comment from George Croll and Don Decker.

Motion made by Phillip Peters and seconded by Chuck Griffin to approve consolidation grant funding budget for the Stark Street consolidation.

Motion carries by the following roll call vote:

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

**Director Itnyre returns to the meeting after experiencing technical difficulties.*

14. AMENDMENT TO THE CONTRACT SERVICE AGREEMENT WITH PROVOST AND PRITCHARD CONSULTING GROUP FOR DESIGN SERVICES FOR THE IMPORTED WATER PIPELINE:

Bianca Cabrera presents staff report and contract amendment.

Motion made by Phillip Peters and seconded by John Vallejo to approve contract amendment with Provost & Pritchard for design services.

Motion carries by the following roll call vote.

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

15. AMENDMENT TO THE CONTRACT SERVICE AGREEMENT WITH PROVOST AND PRITCHARD CONSULTING GROUP FOR CEQA/NEPA AND PERMITTING SERVICES FOR THE IMPORTED WATER PIPELINE:

Bianca Cabrera presents staff report and contract amendment.

Motion made by Phillip Peters and seconded by John Vallejo to approve contract amendment with Provost & Pritchard for environmental services.

Motion carries by the following roll call vote.

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

16. AMENDMENT TO THE CONTRACT SERVICE AGREEMENT WITH OVERLAND, PACIFIC, AND CUTLER FOR RIGHT OF WAY SERVICES FOR THE IMPORTED WATER PIPELINE

Bianca Cabrera presents staff report and contract amendment.

Motion made by Phillip Peters and seconded by John Vallejo to approve contract amendment with OPC (Transystems) for ROW services.

Motion carries by the following roll call vote.

Chairman Hayman	Aye
Vice Chair Peters	Aye

Director Itnyre	Aye
Director Griffin	Nay
Director Vallejo	Aye

**Director Vallejo leaves meeting at 12:53 p.m.*

17. CONTRACT AMENDMENT WITH DEPARTMENT OF WATER RESOURCES FOR SUSTAINABLE GROUNDWATER MANAGEMENT ACT IMPLEMENTATION PROJECT GRANT:

Bianca Cabrera presents staff report and amendment.

Motion made by Phillip Peters and seconded by Scott Hayman to approve the amendment with DWR to extend contract deadline for SGMA IP grant.

Motion carries by the following roll call vote:

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

18. 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

19. GENERAL MANAGER REPORT:

Carol Thomas-Keefer presents financial report and communication and engagement updates.

20. DATE OF NEXT MEETING – MARCH 12, 2025

21. ADJOURN:

Chairman Peters adjourns the meeting at 1:02 p.m. on February 12, 2025.

Respectfully submitted,

April Keigwin
Clerk of the Board
Indian Wells Valley Groundwater Authority

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

COVERAGE PROPOSAL FOR:

Indian Wells Valley Groundwater Authority

COVERAGE PERIOD:

4/1/2025 - 4/1/2026

PRESENTED BY:

Walter Mortensen Insurance

PROGRAM MANAGER

Allied Public Risk, LLC

CA DBA: Allied Community Insurance Services, LLC

CA License No. 0L01269

National Producer No. 17536322

www.alliedpublicrisk.com

(858) 866-8966

PREMIUM SUMMARY

NOTE: This proposal is prepared from information supplied to us on the application submitted by you or your insurance broker. It may or may not contain all terms requested on the application. Please review carefully and let us know if any additional information is required. In addition, this proposal may contain unintentional errors or omissions. We encourage you to bring them to our attention for review. This proposal does not amend, or otherwise affect or alter, the provisions of coverage provided. This proposal does not guarantee coverage for specific claims or losses under the policy. The availability of coverage depends on the JPRIMA Memorandum of Coverage (MOC) and is subject to its terms and conditions, the facts surrounding any potential claims, and relevant legal requirements. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

SECTION	COVERAGE		PREMIUM
1	PROPERTY (Including Equipment Breakdown, if granted)	\$	Excluded
2	INLAND MARINE	\$	Excluded
3	COMMERCIAL CRIME (Including Faithful Performance, if granted)	\$	693.00
4	COMMERCIAL GENERAL LIABILITY	\$	7,527.00
5	PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Including Wrongful Acts, Employment Practices, or Employee Benefits, if granted)	\$	3,505.00
6	BUSINESS AUTO	\$	N/A
7	COMMERCIAL EXCESS LIABILITY (Including Commercial General Liability, Wrongful Acts, Employment Practices, Employee Benefits, Business Auto, and Employers Liability, if granted)	\$	5,404.00
	MEMBER CONTRIBUTION (excludes state-imposed taxes, surcharges, and fees)	\$	17,129.00
	JPRIMA ADMINISTRATION FEES	\$	1,812.00
	TOTAL AMOUNT DUE*	\$	18,941.00
	*Payment is due within 30 days of the effective date.		

NOTES:

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

Terrorism Coverage is automatically included for Property, General Liability and Excess in most regions of CA.

Section 1. PROPERTY (Included in the proposal? No)

ISSUER:	- California Association of Mutual Water Companies - Joint Powers Risk and Insurance Management Authority (JPRIMA) - No Joint and Several Liability for Members 100% Reinsured
REINSURER	- A+ XV (Superior) A.M. Best Rating - AA- Standard & Poor's Rating
FORM:	Proprietary & Integrated

LIMITS

Total Insured Values: (Real Property & Business Personal Property)	N/A	
Loss of Income (aka: Business Income)	N/A	
Extra Expense	N/A	
Equipment Breakdown	N/A	
*Flood Zone Low/Moderate [N/A] (Each Occurrence)	N/A	
* Munich/APR cannot warrant or provide information as to what zone(s) a specific location/address is situated in. Flood zones can and do change. It is ultimately the responsibility of the member and their insurance advisor to determine if the flood zones and flood limits proposed are adequate for their needs.		

DEDUCTIBLES

Property Deductible (per occurrence)	N/A	Flood Zone Low/Moderate (\$) Deductible (per occurrence)	N/A
Equipment Breakdown Deductible (per occurrence) – aboveground and less than 50 feet belowground	N/A	Flood Zone Low/Moderate (%) Deductible (per occurrence/each affected item)	N/A
Equipment Breakdown Deductible (per occurrence) – greater than 50 feet belowground	N/A		

COVERED LOCATIONS:

Per Statement of Values: Blanket coverage applies unless otherwise noted.

SCHEDULE OF PROPERTY LIMITS – INDIVIDUAL LIMITS

LOC./BLDG NUM	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	VALUATION	COINS. %
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COINSURANCE: N/A

POLICY HIGHLIGHTS:

- Broad Definition of Covered Property
- Option for Special Property Floater
- Form: Special Form (including Theft)
- Proprietary Coverage Extensions

MEMBER: Indian Wells Valley Groundwater Authority
EFFECTIVE DATE: 4/1/2025

DISCLAIMER: Actual coverage is subject to the language of the policies as issued.
Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.

VALUATION:

- Replacement Cost: Real Property & Business Personal Property (All Buildings subject to Property Valuation²)
- Actual Loss Sustained: Loss of Income (aka: Business Income)
- Optional Extended Business Income & Extra Expense (12 months or \$1,000,000, whichever is less)

²Functional Replacement Cost and/or Actual Cash Value are available for older and lower valued buildings.

SELECTED OPTIONAL COVERAGES:**KEY EXCLUSIONS:**

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

SPECIAL COVERAGES

Newly Acquired or Under Construction Real Property and Related Personal Property: Pays up to \$1,000,000 for your newly acquired real property or under construction “real property” intended for use in your “operations” acquired or where construction began after policy inception. This applies to “real property” you buy, lease, rent, or construction, including temporary structures. An additional \$500,000 limit of insurance applies to “personal property” located at new premises.

Equipment Breakdown³: Pays up to the limit in the declarations for direct physical damage to covered real property or personal property and loss of income sustained and extra expense incurred that is the result of an accident or electronic circuitry impairment. The most paid under any one equipment breakdown is the limit for real property and personal property for the applicable premises. The most paid for loss of income or extra expense in any one equipment breakdown is the limit of insurance shown in the declarations under C. Loss of Income and D. Extra Expense, respectively. The limits in this extension are part of and not in addition to the limits applicable in Section I – Coverages.

Under this extension, the following coverages also apply to loss caused by or directly resulting from an accident or electronic circuitry impairment. However, with respect to coverage (9) Service Interruption below, coverage will apply only to the direct result of an accident and will not apply to the direct result of an electronic circuitry impairment. The coverages described in (1) through (10) below do not provide additional amounts of insurance, they are part of and not in addition to the applicable limits of insurance:

- (1) **Data Restoration** – Pays up to your reasonable and necessary cost to research, replace and restore lost electronic data. The most we will pay for loss, damage, or expense for electronic data restoration including actual loss of income you sustain and necessary extra expense you incur is **\$500,000**.
- (2) **Expediting Expenses** – With respect to your covered real property and personal property that is damaged, we will pay the reasonable cost to make temporary repairs; and expedite permanent repairs or permanent replacement. The most we will pay for loss or expense under this coverage is **\$100,000**.
- (3) **Extra Expense** – Extra expense is extended to apply to extra expense incurred as a result of an accident or electronic circuitry impairment covered under this extension, and subject to the policy limit.
- (4) **Green** – Subject to more extensive provisions outlined in the policy, we will pay additional costs for the repair, replacement, disposal, etc. and/or damages as they relate to items associated with a recognized environmental standards program. The most we will pay for any qualifying loss, damage, or expense under this coverage, including actual loss of Business Income you sustain and any necessary Extra Expense you incur is **\$100,000**.
- (5) **Hazardous Substances** – Pays for the additional cost to repair or replace covered real property or personal property because of contamination by a hazardous substance. This includes the additional expense to clean up or dispose of such property. This does not include contamination of perishable goods by refrigerant. The most we will pay for loss, damage, or expense under this coverage, including actual loss of income you sustain and necessary extra expense you incur is **\$250,000**.
- (6) **Loss of Income** – Loss of Income is extended to apply to loss of income sustained as a result of an accident or electronic circuitry impairment covered under this extension, and subject to the policy limit as show in the Equipment Breakdown Coverage Supplemental Declarations.
- (7) **Off-Premises Equipment Breakdown** – Subject to more extensive provisions outlined in the policy, this extends coverage to apply to an accident or electronic circuitry impairment for the following types of equipment used in the member’s firefighting, ambulance or rescue operations, whether mobile/portable or permanently mounted on a vehicle, anywhere in the policy territory: 1) mobile cascade units; 2) mobile electrical generators; 3) portable pumping units; and 4) portable extrication devices, such as jaws-of-life. For equipment other than that used in your firefighting, ambulance or rescue operations, we will pay for physical damage to transportable covered equipment that, at the time of the accident or impairment is not at a covered location, among other offerings. The most we will pay is **\$25,000**.

- (8) **Public Relations** – Subject to you sustaining an actual loss of income covered under this extension, this pays for reasonable costs for professional services to create and disseminate communications, when the need for such communications arises direction for the interruption of your business. Communication must be directed to the media, public, or your customers/clients/members. Costs are subject to being incurred during the period of restoration + 30 days. The most we will pay for loss or expense under this coverage is **\$5,000**.
- (9) **Service Interruption** – Subject to more extensive provisions outlined in the policy, any insurance provided for loss of income, extra expense, data restoration or spoilage is extended to apply to your loss, damage, or expense caused by a failure or disruption of service.
- (10) **Spoilage** – We will pay for physical damage to perishable goods due to spoilage; for physical damage to perishable goods due to contamination from the release of refrigerant; and/or any necessary expenses you incur to reduce the amount of loss under this coverage. Valuation and replacement conditions apply. The most we will pay for loss, damage or expense under this coverage is **\$100,000**.

³Please consult the exact policy language for all provisions that apply to each of the above Equipment Breakdown coverage.

Pollution Remediation Expenses: Pays up to \$25,000 (covered cause of loss) or \$100,000 (specified cause of loss) for remediation expenses incurred as a result of an actual, alleged, or threatened presence of pollution conditions at a premises described in the Declarations from a Covered Causes of Loss or Specified Cause of Loss occurring during the policy period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form. Limits may be increased for a charge.

Specified Cause of Loss means the following: fire, lightning, windstorm or hail, explosion, riot or civil commotion, vehicles or aircraft, smoke, sonic boom, vandalism and malicious mischief, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, weight of ice, snow or sleet, or water damage. Water damage means only accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

Property In Transit or Off Premises: Pays up to \$100,000 for direct physical loss or damage to covered property (real and personal property) while in transit or while temporarily off premises caused by a covered cause of loss, including your covered computer hardware while off premises.

SCADA Upgrades: Pays up to \$100,000 to upgrade your scheduled SCADA system after direct physical loss from a Covered Cause of Loss. The upgrade is in addition to its replacement cost. SCADA means the Supervisory Control and Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.

Unintentional Errors: Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.

Personal Effects: Pays up to \$25,000 for direct physical loss or damage to personal effects owned by you, your officers, managers, elected or appointed officials, employees, or volunteer workers caused by a covered cause of loss at your premises. Will pay up to "replacement cost."

Lock Replacement: Pays up to \$25,000 for lock, lock cylinder, & key replacement after theft at covered premises or damage to a lock as a result of a covered cause of loss at a covered premises. No deductible applies.

Foundations: Your real property includes foundations located at a described premise.

KEY DEFINITIONS

Covered Equipment: Means covered real property and personal property that generates, transmits, or utilizes energy or which, during normal usage, operates under vacuum or pressure, other than the weight of its contents. Covered equipment may utilize conventional design and technology or new or newly commercialized design and technology.

None of the following is covered equipment: (a) structures, foundation, cabinet or compartment; (b) insulating or refractory material; (c) sewer piping, buried vessels or piping, piping forming or part of a sprinkler or fire suppression system; (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping form as part of a refrigerating or air conditioning system; (e) vehicle or any equipment mounted on a vehicle; (f) satellite, spacecraft or any equipment mounted on a satellite or spacecraft; (g) dragline, excavation, or construction equipment; (h) equipment manufactured by you for sale; or (h) electronic data.

Electronic Circuitry: Means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips, and disk drives.

Electronic Circuitry Impairment:

- (a) Means a fortuitous event involving electronic circuitry within covered equipment to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in (b), (c), and (d) below.
- (b) We shall determine that the reasonable and appropriate remedy to restore such covered equipment's ability to function is the replacement of one or more electronic circuitry components of the covered equipment.
- (c) The covered equipment must be owned or leased by you or operated under your control.
- (d) None of the following is an electronic circuitry impairment:
 - (i) Any condition that can be reasonably remedied by:
 - 1) Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - 2) Rebooting, reloading, or updating software or firmware; or
 - 3) Providing necessary power or supply.
 - (ii) Any condition caused by or related to:
 - 1) Incompatibility of the covered equipment with any software or equipment installed, introduced, or networked within the prior 30 days; or
 - 2) Insufficient size, capability, or capacity of the covered equipment;
 - 3) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

Outdoor Property: Fixed or permanent structures including but not limited to:

- › Docks, wharves, piers, pilings, or bulkheads;
- › Dumpsters, concrete trash containers, or permanent recycling bins;
- › Electric utility power transmission and distribution lines, poles and related equipment owned by the member;
- › Exterior signs not located at a premises;
- › Fences and retaining walls;
- › Historical markers and flagpoles;
- › Hydrants, not associated with a sprinkler system;
- › Lighting towers;
- › Playground equipment, park shelters, pedestrian-only bridges, picnic tables, water fountains or coolers, benches, dugouts, bleachers, or scoreboards;
- › Storage sheds, garages, pavilions, or other similar buildings or structures not located at a premises; or
- › Traffic lights, streetlights, traffic signs, parking meters, or bus shelters.

Personal Property: Means all property used in your operations other than real property, including but, not limited to:

- › Furnishings and office equipment
- › Building contents;
- › Computer equipment;
- › Communication systems;

- Materials, supplies (including your inventory of vehicle parts and supplies) while held on your premises awaiting installation;
- Base stations and dispatching systems, provided the property is on your premises and also provided you own the property, or the property is in your custody or control, and you are responsible for it, even though it belongs to someone else;
- Value of your right to use improvements made as a tenant, if you have paid for alterations or additions to any building or structure that you do not own (improvements must be at a premises).

Pollution Conditions: The discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, hazardous materials, waste materials (including medical, infectious and pathological wastes) or electromagnetic fields into or upon land or any structures thereon, the atmosphere, or any watercourse or body of water including groundwater.

Real Property: The items at a premises described in the Declarations.

This includes:

- Aboveground piping;
- Aboveground and belowground "penstock";
- Additions under construction;
- Air cascade units that are not designed to be used off "premises";
- All appurtenant buildings or structures other than playground equipment, park shelters, pedestrian-only bridges, picnic tables, water fountains or coolers, benches, dugouts, bleachers, or scoreboards;
- Alterations and repairs to the buildings or structures;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Foundations;
- Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the "premises" or in the open (including property inside "vehicles") within 1,000 feet of the "premises", used for making additions, alterations or repairs to buildings or structures at the "premises";
- Outdoor fixtures;
- Paved surfaces such as sidewalks, bike paths, walkways, patios or parking lots;
- Permanently installed fixtures, machinery, and equipment;
- "Personal property" used for the maintenance and service of buildings or structures, including tools, lawn care equipment, and free-standing appliances for refrigerating, ventilating, cooking, dishwashing and laundering;
- Submersible pumps, pump motors and engines; or
- Underground piping located on or within 100 feet of a "premises" described in the Declarations.

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

Tools and Equipment: All tools and equipment, together with attached devices, accessories and trailers, that are used in your operations. Tools and equipment include, but are not limited to, hand tools, mechanics tools, power tools, meter readers, generators, air compressors, welders, trash pumps, trenchers, saws, jackhammers, maintenance or diagnostic equipment including specialized audio-visual equipment and its associated laptop, as well as recreational equipment, such as outdoor portable seating, temporary stands, food service trailers not licensed for road use, or portable restrooms.

Tools and equipment also include mobile equipment such as, but not limited to, bulldozers, mobile equipment that travels on crawler treads, tractors, loaders, backhoes, excavators, graders, or road surfacing equipment, and equipment whether self-propelled or not, maintained primarily to provide mobility to permanently mounted cranes, shovels, loaders, diggers, and drills. Tools and equipment also include snowplows, salt spreaders, and other similar equipment when not attached to a vehicle.

PROPERTY SUBLIMITS	
Coverage	Limit
Accounts Receivable	\$50,000
Arson, Theft, or Vandalism Information Reward	\$25,000
Building Glass – Tenant	Lesser of replacement cost or amount liable under contract
Claim Expense	\$20,000
Commandeered Property (RC + loss of use)	For the time you officially use the commandeered property + reasonable return time.
Damage to Building from Theft	\$100,000
Debris Removal Expenses	25% + \$100,000
Equipment Breakdown	Building + BPP Limit + Loss of Income & Extra Expense
Fine Arts	\$50,000 (appraised) \$25,000 (unappraised – subject to \$1,500/item max)
Fire Department Charges	\$25,000
Fire Extinguishing Equipment Recharge Costs	“Necessary and reasonable” (per policy)
Limited Coverage for Fungus, Wet Rot or Dry Rot	\$25,000
Lock Replacement	\$25,000
Newly Acquired or Under Construction Real Property (Coverage A) and Related Personal Property (Coverage B)	Coverage A: \$1,000,000 Coverage B: \$500,000
Non-owned Detached Trailers	\$50,000
Ordinance Coverage Coverage A: Undamaged Real Property Coverage B: Demolition Coverage C: Increased Cost	Coverage A: Limit of Insurance (applicable to that item) Coverage B and Coverage C: Greater of 100% of direct physical loss or \$1,000,000
Outdoor Property	
Personal Effects	\$25,000
Pollution Remediation Expense (covered cause of loss)	\$25,000
Pollution Remediation Expense (specified cause of loss)	\$100,000
Preservation of Property	Included
Real Property or Personal Property in Transit or Off-Premises	\$100,000
Software	\$500,000
Spoilage Due to Off Premises Electric Service Interruption	\$50,000
Supplementary Provisions for Coverage C. “Loss of Income” and Coverage D “Extra Expense”	Included
Trees, Shrubs, Plants and Lawns (max \$1,000 any one item)	\$25,000
Utility Services – Direct Damage	
Valuable Papers and Records	\$50,000
Water Contamination Notification Expense	\$25,000 (annual aggregate)
Water Sewer Backup	

NOTES:

Contribution is calculated from application's property schedule (please review property schedule for coverage and limit adequacy).

Property coverage is excluded.

Section 2. INLAND MARINE (Included in the proposal? No)

ISSUER:	- California Association of Mutual Water Companies - Joint Powers Risk and Insurance Management Authority (JPRIMA) - No Joint and Several Liability for Members 100% Reinsured
REINSURER	- A+ XV (Superior) A.M. Best Rating - AA- Standard & Poor's Rating
FORM:	Proprietary & Integrated

LIMITS

Coverage A: Blanket Tools and Equipment: (Unscheduled, Maximum \$10,000 any one item)	N/A
Coverage B: Scheduled Equipment:	N/A
Coverage C: Blanket Emergency Services Equipment:	N/A

COVERAGE EXTENSIONS – Adds or extends the coverage under Section I – Coverages. Unless stated otherwise in the policy, a) each extension is limited to direct physical loss or damage cause by or resulting from a covered cause of loss; b) the limits in each extension are in addition to the limits applicable in Section I – Coverages; and c) All other applicable terms and conditions of the coverage form apply to each extension. (**whichever comes first)

Debris Removal Expenses	Max \$15,000 (per occurrence)
Employee Tools (no deductible applies)	Max \$25,000 (per occurrence)
Emergency Services and Law Enforcement Personal Effects (Coverage C extension, no deductible applies)	Replacement Cost
Rented or Borrowed Equipment - Coverage A: Blanket Tools and Equipment and Coverage C: Blanket Emergency Services Equipment (\$1,000 deductible applies) - Coverage B: Scheduled Equipment (Extended to equipment not owned by you, \$1,000 deductible applies)	**Replacement Cost or \$10,000 (per occurrence) **Actual Cash Value or \$N/A (per occurrence)
Newly Acquired Scheduled Equipment (Coverage B extension, \$1,000 deductible applies)	30 days on Replacement Cost (not to exceed purchase price)
Personal Watercraft and Watercraft (Coverage A & C extension only)	**Replacement Cost or \$25,000 (per occurrence)
Rental Reimbursement for Scheduled Equipment (Coverage B extension, no deductible applies)	Max \$10,000 (per occurrence)
Unmanned Aircraft (\$500 deductible applies)	Max \$25,000 (per occurrence)
Fire Department Charges (no deductible applies)	Max \$1,000 (per occurrence)
Fire Extinguishing Recharge Costs (no deductible applies)	Necessary and Reasonable Costs (extinguishing equipment must be for the protection of your inland marine equipment)

DEDUCTIBLES

Coverage A: Blanket Tools and Equipment	N/A	
Coverage B: Scheduled Equipment	N/A	
Coverage C: Blanket Emergency Services Equipment	N/A	

POLICY HIGHLIGHTS:

- Blanket Coverages: "Tools and Equipment" and "Emergency Services Equipment"
- Suite of Coverage Extensions available in the core form.
- Deductible Waiver in certain circumstances for Coverages A & B.
- Service Animal Floater Purchased: N/A – Valuation: Agreed Value (No deductible applies)

VALUATION:

- Coverage A: Blanket Tools and Equipment: Replacement Cost
- Coverage B: Scheduled Equipment: Replacement Cost or Actual Cash Value
- Coverage C: Blanket Emergency Services Equipment: N/A

NOTES:

Inland Marine coverage is excluded.

Section 3. COMMERCIAL CRIME (Included in the proposal? Yes)

ISSUER:	- California Association of Mutual Water Companies - Joint Powers Risk and Insurance Management Authority (JPRIMA) - No Joint and Several Liability for Members 100% Reinsured
REINSURER	- A+ XV (Superior) A.M. Best Rating - AA- Standard & Poor's Rating
FORM:	Proprietary & Integrated

LIMITS

Coverage Group	Employee Theft	Forgery or Alteration	Theft of Money & Securities (Inside the Premises)	Robbery or Safe Burglary (Inside the Premises)	Outside the Premises	Computer & Funds Transfer Fraud	Money Orders & Counterfeit Money
5	\$250,000	\$250,000	\$250,000	\$100,000	\$250,000	\$250,000	\$250,000

DEDUCTIBLE

\$1,000 (each claim)

POLICY HIGHLIGHTS:

Separate Limits Apply to Each Coverage
 Broad Definition of Employee
 Non-auditable
 Faithful Performance of Duty

NOTES:

Fraudulent Impersonation is excluded.

Section 4. COMMERCIAL GENERAL LIABILITY (Included in the proposal? Yes)

ISSUER:	- California Association of Mutual Water Companies - Joint Powers Risk and Insurance Management Authority (JPRIMA) - No Joint and Several Liability for Members 100% Reinsured
REINSURER	- A+ XV (Superior) A.M. Best Rating - AA- Standard & Poor's Rating
FORM:	Proprietary & Integrated

LIMITS

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

DEDUCTIBLE (Including Expenses)

\$5,000 (each occurrence)

SELECTED OPTIONAL COVERAGES

Hired/Non-Owned Auto Liability
Failure to Supply Water Liability

POLICY HIGHLIGHTS:

- Duty to Defend w/ Defense Costs In Addition to Limits
- Broad Definition of Enrolled Named Member – including, but not limited to Employees, Volunteers, Elected or Appointed Officials
- Host Liquor Liability, Unless Otherwise Excluded
- Owned (Up to 100 HP – higher available by endorsement) & Nonowned Watercraft
- Blanket Additional Enrolled Named Member
- Water & Wastewater Testing Errors and Omissions
- Failure to Supply (No ISO limitation)
- Lead (potable water)
- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria
- Non-auditable

SPECIAL COVERAGES

Asbestos: Exclusion exception wherein coverage is provided for bodily injury or property damage arising out of potable water which is supplied to others.

Contractual Liability - Railroads: Coverage is provided for any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. Available via endorsement only.

Damage to Impaired Property or Property Not Physically Injured: Exclusion exception wherein the Damage to Impaired Property or Property Not Physically Injured exclusion does not apply to potable water, non-potable water, or wastewater as well as any loss of use of other property arising out of a sudden and accidental physical injury to the member's product or work after it has been put to its intended use.

Failure to Supply: Coverage is provided for bodily injury or property damage arising out of the failure of any member to adequately supply water.

Fungi or Bacteria: Exclusion exception wherein the Fungi or Bacteria exclusion does not apply to a) any fungi or bacteria that are on or are contained in a good or product intended for consumption; or b) any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment, or distribution process.

Lead: Exclusion exception to Lead, Electromagnetic Radiation, Nuclear exclusion that creates an exception for potable water you supply to others for claims involving the toxic properties of lead, or any material or substance containing lead.

Recall of Products, Work or Impaired Property: Exclusion exception where in the Recall of Products, Work or Impaired Property exclusion does not apply to potable water, non-potable water, or wastewater.

Pollution: The pollution exclusion contains the following exceptions:

- To bodily injury if sustained within a building owned or occupied by a member and caused by smoke, fumes, vapor, or soot if produced or originating from certain equipment.
- To bodily injury or property damage arising out of heat, smoke, fumes from a hostile fire occurring or originating from certain premises, sites, or locations as outlined in the policy.
- To bodily injury or property damage that occurs as a result of your operations (unless otherwise specifically excluded) including:
 - › Potable water supplied to others;
 - › Chemicals used in your water/wastewater treatment process;
 - › Chemicals you use, apply or store for your ownership, maintenance, or operation of swimming pools;
 - › The use, application or storage of road salt or similar substances designed and used for snow/ice removal;
 - › Natural gas or propane gas you use in your water or wastewater treatment process;
 - › Urgent response for the protection of property, human life, health or safety conducted away from premises you own, rent or occupy;
 - › Training operations;
 - › Water runoff from the cleaning of equipment use in emergency service activities;
 - › Storage or application of pesticides/herbicides if such storage or application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government; or
 - › Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" subject to additional policy terms.
 - › To bodily injury or property damage if such bi/pd is caused by the escape of back-up of sewage or wastewater from any sewage treatment facility or fixed conduit that you own, operate, lease, control.

Water & Wastewater Testing Errors and Omissions: Coverage is provided for damages arising out of an act, error, or omission which arises from your water or wastewater testing.

Who is Covered: Coverage is extended to Scheduled Named Members comprising individuals, spouses, partnerships, joint ventures, corporations, trusts, limited liability companies, public entities, operating authorities, boards, commissions, districts, governmental units, nonprofit entities, and other organizations. Members also include: elected or appointed officials; employees or volunteer workers; real estate managers; temporary custodians; legal representatives; medical directors; mutual aid agreements; Good Samaritans; owners of commandeered equipment; blanket additional enrolled named members; and newly acquired or formed entities.

KEY DEFINITIONS

Insured (Member) Contract:

- › A contract for a lease or premises (see full terms and conditions).
- › A sidetrack agreement;
- › Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- › An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- › An elevator maintenance agreement;
- › That part of any other contract or agreement pertaining to your operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization (see full terms and conditions).

Suit: Means a civil proceeding in which damages because of bodily injury, property damage, personal and advertising injury, medical incident, law enforcement wrongful act, or a water or wastewater professional activity to which this insurance applies are alleged. Suit includes: a) An arbitration proceeding in which such damages are claimed and to which the member must submit or does submit with our consent; or 2) Any other civil alternative dispute resolution proceeding in which such damages are claimed and to which the member submits with our consent.

NOTES:

Section 5. PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Included in the proposal? Yes)

ISSUER:	- California Association of Mutual Water Companies - Joint Powers Risk and Insurance Management Authority (JPRIMA) - No Joint and Several Liability for Members 100% Reinsured
REINSURER	- A+ XV (Superior) A.M. Best Rating - AA- Standard & Poor's Rating
FORM:	Proprietary & Integrated

LIMITS

Coverage A: Wrongful Acts - Employment Practices - Employee Benefits Liability	\$	1,000,000 Excluded Excluded	Each Wrongful Act or Offense
Coverage B: Injunctive Relief	\$	5,000	Each Action
Aggregate Limit	\$	10,000,000	Coverage A & B Combined

WRONGFUL ACTS DEDUCTIBLE	EMPLOYMENT PRACTICES DEDUCTIBLE
\$5,000 (each Wrongful Act or Offense Including Expenses)	N/A (each Wrongful Act or Offense Including Expenses)
WRONGFUL ACTS RETROACTIVE DATE (CLAIMS-MADE)	EMPLOYMENT PRACTICES RETROACTIVE DATE (CLAIMS-MADE)
N/A	N/A

EMPLOYEE BENEFITS LIABILITY RETROACTIVE DATE (CLAIMS-MADE)

N/A

POLICY HIGHLIGHTS:

- Duty To Defend
- Broad Definition of Named Enrolled Named Member
- Third Party Offense Coverage
- Non-auditable

SELECTED OPTIONAL COVERAGES:

KEY DEFINITIONS

Employment Practices: Injury, including consequential bodily injury, arising from any of your employment practices including, but not limited to:

- Discrimination;
- Harassment;
- Retaliation;
- Any actual or alleged wrongful dismissal, discharge, or termination (either actual or constructive) of employment, including breach of an implied employment contract or an implied covenant of good faith and fair dealing in an employment contract;
- Any actual or alleged wrongful hiring, demotion, discipline, evaluation, supervision and investigation of an employee or intentional interference with an employment contract;
- Any actual or alleged wrongful deprivation of a career opportunity, to promote an employee or the wrongful failure to employ;
- Any actual or alleged false arrest, false imprisonment, false detention or malicious prosecution, libel, slander, defamation, disparagement or invasion of the right of privacy, as respects employment practices;

MEMBER: Indian Wells Valley Groundwater Authority
EFFECTIVE DATE: 4/1/2025

DISCLAIMER: Actual coverage is subject to the language of the policies as issued.
Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.

- › The violation of any federal, state, or local statutes, rules or regulations applicable to employers;
- › The development, implementation, and enforcement of any and all practices, policies and procedures governing any aspect of employment practices;

Injunctive or Declaratory Relief: (a) means equitable relief sought through the demand for the issuance of a permanent, preliminary, or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, a member; or (b) any request that a court make a finding of law or fact, provided such action is filed during the policy period.

Wrongful Act: means any actual or alleged error, act, omission, neglect, misfeasance, nonfeasance, or breach of duty, including violation of any civil rights law, by any member in discharge of their duties individually or collectively that results directly but unexpectedly and unintentionally in damages to others.

NOTES:

EPLI, EBL and Cyber Liability are Excluded.

Section 6. BUSINESS AUTO (Included in the proposal? No)

ISSUER:	- California Association of Mutual Water Companies - Joint Powers Risk and Insurance Management Authority (JPRIMA) - No Joint and Several Liability for Members 100% Reinsured
REINSURER	- A+ XV (Superior) A.M. Best Rating - AA- Standard & Poor's Rating
FORM:	Proprietary & Integrated

PORTFOLIO

Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	N/A	N/A
Hired Auto Liability	N/A	N/A
Non-Owned Auto Liability	N/A	N/A
Medical Payments	N/A	N/A
Uninsured / Underinsured Motorists	N/A	N/A
Hired Physical Damage	N/A	N/A
Physical Damage – Comprehensive	N/A	N/A
Physical Damage – Collision	N/A	N/A

DEDUCTIBLE

Liability:	N/A (per accident)
Comprehensive:	N/A (each covered auto)
Collision:	N/A (each covered auto)

FLEET COVERAGE ENHANCEMENTS & COVERAGE EXTENSIONS (As Applicable)

- › Fleet Automatic Coverage
- › Commercial Auto 360 Endorsement
- › Pollution Liability – Broadened Coverage for Covered Autos

NOTES:

The Business Auto Coverage requires 17-digit VIN Numbers. The member's policy cannot be released without this information.

Auto coverage is excluded. Please refer to General Liability section for Hired and Non-Owned Auto Liability coverage.

Section 7. COMMERCIAL EXCESS LIABILITY (Included in the proposal? Yes)

ISSUER:	- California Association of Mutual Water Companies - Joint Powers Risk and Insurance Management Authority (JPRIMA) - No Joint and Several Liability for Members 100% Reinsured
REINSURER	- A+ XV (Superior) A.M. Best Rating - AA- Standard & Poor's Rating
FORM:	Proprietary & Integrated

LIMITS

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

SCHEDULED UNDERLYING COVERAGE FORMS

Commercial General Liability – Included

Auto Liability – Excluded

Public Officials & Management Liability (Wrongful Acts) – Included

Employers' Liability: (minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000) – Excluded

Other:

NOTABLE COVERAGES INCLUDED IN THE EXCESS (require minimum underlying limits of \$1,000,000)

Law Enforcement Liability (General Liability) – Excluded

Hired and Non-Owned Auto Liability (General Liability) – Included

Employee Benefit Plans (General Liability) – Excluded

Inverse Condemnation (General Liability) – Excluded

Hired and Non-Owned Auto Liability (Owned Auto) – Excluded

Employment Practices (POML) – Excluded

Employee Benefit Plans (POML) – Excluded

Inverse Condemnation (POML) – Excluded

NOTABLE EXCLUSIONS:

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

NOTES:

Employers' Liability subject to MRSI security requirements.

Please provide a copy of the current W/C declarations for review and affirmation of coverage.

Section 8. UNDERWRITING SUBJECTIVITIES AND GENERAL NOTES

ISSUER:	- California Association of Mutual Water Companies - Joint Powers Risk and Insurance Management Authority (JPRIMA) - No Joint and Several Liability for Members 100% Reinsured
REINSURER:	- A+ XV (Superior) A.M. Best Rating - AA- Standard & Poor's Rating
FORM:	Proprietary & Integrated
MEMBER:	Indian Wells Valley Groundwater Authority

GENERAL NOTES

QUOTE SUBJECTIVITIES:

THE FOLLOWING ITEMS ARE DUE AT THE TIME OF BINDING:

- ▶ Signed and Dated Public Entity Application and Member FEIN # (required to bind auto).
- ▶ Terrorism: This coverage is included in most jurisdictions (all but 8) without an associated charge for Package (Property/GL). In those instances, a signed selection/rejection is **not** required. In the 8 jurisdictions with an associated charge including the entire State of California for Excess, a signed selection/rejection form is required to be returned at the time of binding.
- ▶ Signed and Dated Uninsured/Underinsured Motorist Selection/Rejection Form.
- ▶ Copy of the latest Dam Inspection reports and member response to any inspection deficiencies, if applicable and not already provided.
- ▶ Signed Statement of Values (Property, Inland Marine and Auto, as applicable).
- ▶ Provide Name, Phone Number, and Email Address for both the Risk Manager and Boiler & Machinery Inspection contacts.
- ▶ Provide a complete driver schedule including name, date of birth, and license number.

MEMBER: Indian Wells Valley Groundwater Authority
EFFECTIVE DATE: 4/1/2025

DISCLAIMER: Actual coverage is subject to the language of the policies as issued.
Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.



A D J U S T E R S , I N C

• CLAIMS ADMINISTRATORS • ADJUSTERS • INVESTIGATORS

Stanford Place I - 8055 East Tufts Avenue, Suite 600, Denver, CO 80237 – Ph: 877-533-1211

CLAIM CALL CENTER

**8055 E. Tufts Ave
Suite 600
Denver, CO 80237**

877-533-1211

**Adam Beltz– Ext 765
Reyleen Wood Ext 699
J. Mayer – Ext 664**

**Karen Zapata – Ext. 326
Subrogation Supervisor**

TO REPORT A NEW CLAIM OR LOSS

- **PHONE** **877-533-1211 Option 3
24 Hour Call Center**

- **E-MAIL** **networknewloss@networkadjusters.com**

Broker Fee Disclosure

This document outlines the fees associated with the brokerage services provided by INSURICA to the client, Indian Wells Valley Groundwater Authority. The client acknowledges and agrees to the following fee structure for the services provided:

1. Broker Fee: \$ \$750.00

- Description: This fee covers administrative costs associated with managing the client's insurance portfolio and may include processing, policy issuance, and other administrative tasks.

The client acknowledges that the fees disclosed above are part of the compensation structure for the brokerage services rendered. The client may request further details regarding the fee structure at any time.

Insured:

Signed: _____ Date: _____

Name: _____ Title: _____

Broker:

Signed: _____ Date: _____

Name: Daren Griswold

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

Invoice

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

Invoice Number: 2652-89
Invoice Date: 02/10/25

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

Professional Services through 12/31/2024

Water Resources Management 2024

01 - Meetings & Prep

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	13.50	\$244.00	\$3,294.00
Supervisor I	9.50	\$212.00	\$2,014.00
Senior III	1.50	\$138.00	\$207.00
Associate III	37.25	\$114.00	\$4,246.50
Assistant II	2.00	\$96.00	\$192.00

Professional Services Subtotal: \$9,953.50

Meetings & Prep Subtotal: \$9,953.50

01.02 - LADWP Releases Analysis and Presentation

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	0.50	\$212.00	\$106.00

Professional Services Subtotal: \$106.00

LADWP Releases Analysis and Presentation Subtotal: \$106.00

02.01 - SGMA IP Grant Administration

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate III	3.00	\$114.00	\$342.00
Assistant II	7.00	\$96.00	\$672.00

Professional Services Subtotal: \$1,014.00

SGMA IP Grant Administration Subtotal: \$1,014.00

02.02 - Urban Community Drought Relief Funding Administration

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate III	1.00	\$114.00	\$114.00

Professional Services Subtotal: \$114.00

Urban Community Drought Relief Funding Administration Subtotal: \$114.00

05 - General Project Mgmt

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	6.00	\$244.00	\$1,464.00
Supervisor I	2.25	\$212.00	\$477.00
Senior III	12.50	\$138.00	\$1,725.00
Senior Associate	3.25	\$132.00	\$429.00

Professional Services Subtotal: \$4,095.00

General Project Mgmt Subtotal: \$4,095.00

**06 - Model Transfer & Upgrade****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	2.00	\$244.00	\$488.00
Supervisor I	12.00	\$212.00	\$2,544.00
Associate III	1.00	\$114.00	\$114.00

Professional Services Subtotal: \$3,146.00

Sub-Contractors

	<u>Charge</u>
Board of Regents	\$15,122.03

Sub-Contractors Subtotal: \$15,122.03

Model Transfer & Upgrade Subtotal: \$18,268.03

07.01 - Imported Water: Planning/Design/Environmental**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	10.50	\$244.00	\$2,562.00
Supervisor I	23.00	\$212.00	\$4,876.00
Associate III	45.50	\$114.00	\$5,187.00

Professional Services Subtotal: \$12,625.00

Imported Water: Planning/Design/Environmental Subtotal: \$12,625.00

11 - Data Collection, Monitoring & Data Gaps**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	14.50	\$244.00	\$3,538.00
Supervisor I	9.25	\$212.00	\$1,961.00
Supervisor II	81.50	\$197.00	\$16,055.50
Senior III	4.00	\$138.00	\$552.00
Senior Associate	26.75	\$132.00	\$3,531.00

Professional Services Subtotal: \$25,637.50

Reimbursables

	<u>Charge</u>
Equipment Purchase	\$1,330.32
Field Supplies	\$179.26
Other Expenses	\$54.00

Reimbursables Subtotal: \$1,563.58

Data Collection, Monitoring & Data Gaps Subtotal: \$27,201.08

12 - Shallow Well Consolidation Project**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	4.50	\$244.00	\$1,098.00
Supervisor I	0.50	\$212.00	\$106.00
Associate III	1.25	\$114.00	\$142.50

Professional Services Subtotal: \$1,346.50

Shallow Well Consolidation Project Subtotal: \$1,346.50

14 - Production Reporting, Transient Pool & Fee Support**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	2.50	\$244.00	\$610.00
Associate III	1.25	\$114.00	\$142.50
Assistant II	3.50	\$96.00	\$336.00

Professional Services Subtotal: \$1,088.50

Production Reporting, Transient Pool & Fee Support Subtotal: \$1,088.50

18.1 - Navy/Coso Cooperative Agreement

**18.1 - Navy/Coso Cooperative Agreement****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	1.25	\$244.00	\$305.00
Senior Associate	0.25	\$132.00	\$33.00

Professional Services Subtotal: \$338.00

Navy/Coso Cooperative Agreement Subtotal: \$338.00

21 - General Engineering**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$244.00	\$366.00
Supervisor I	0.75	\$212.00	\$159.00
Associate III	23.75	\$114.00	\$2,707.50

Professional Services Subtotal: \$3,232.50

General Engineering Subtotal: \$3,232.50

22 - GSP 5-Year Update**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	6.00	\$212.00	\$1,272.00
Senior III	2.25	\$138.00	\$310.50
GIS Manager	25.25	\$126.00	\$3,181.50
Associate III	107.25	\$114.00	\$12,226.50
Technical Illustrator	1.00	\$91.00	\$91.00

Professional Services Subtotal: \$17,081.50

GSP 5-Year Update Subtotal: \$17,081.50

23 - Annual Report Preparation**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	9.75	\$244.00	\$2,379.00
Supervisor I	5.00	\$212.00	\$1,060.00
Supervisor II	21.00	\$197.00	\$4,137.00
Senior III	18.00	\$138.00	\$2,484.00
Senior Associate	1.50	\$132.00	\$198.00

Professional Services Subtotal: \$10,258.00

Annual Report Preparation Subtotal: \$10,258.00

26 - Budget Support**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.00	\$212.00	\$212.00
Senior III	3.00	\$138.00	\$414.00
Associate III	23.75	\$114.00	\$2,707.50

Professional Services Subtotal: \$3,333.50

Budget Support Subtotal: \$3,333.50

27 - Litigation Support**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$244.00	\$366.00
Special Project Director	2.00	\$244.00	\$488.00
Supervisor I	2.50	\$212.00	\$530.00

Professional Services Subtotal: \$1,384.00

Litigation Support Subtotal: \$1,384.00



Project #: 2652

Invoice No: 2652-89

February 10, 2025

Page 4

Water Resources Management 2024 Subtotal: \$111,439.11

***** Invoice Total ***** **\$111,439.11**

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

Northern California • Southern California • Arizona • Colorado • Oregon

Invoice

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

Invoice Number: 2652-90

Invoice Date: 03/03/25

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

Professional Services through 1/31/2025

Water Resources Management 2025

01 - Meetings & Prep

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	16.50	\$244.00	\$4,026.00
Supervisor I	23.75	\$212.00	\$5,035.00
Senior III	3.50	\$138.00	\$483.00
Associate III	55.25	\$114.00	\$6,298.50
Assistant II	2.50	\$96.00	\$240.00

Professional Services Subtotal: \$16,082.50

Meetings & Prep Subtotal: \$16,082.50

02.01 - SGMA IP Grant Administration

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.50	\$212.00	\$318.00
Senior III	1.50	\$138.00	\$207.00
Associate III	10.00	\$114.00	\$1,140.00
Assistant II	9.50	\$96.00	\$912.00

Professional Services Subtotal: \$2,577.00

SGMA IP Grant Administration Subtotal: \$2,577.00

02.02 - Urban Community Drought Relief Funding Administration

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior III	1.00	\$138.00	\$138.00
Associate III	1.75	\$114.00	\$199.50
Assistant II	1.50	\$96.00	\$144.00

Professional Services Subtotal: \$481.50

Urban Community Drought Relief Funding Administration Subtotal: \$481.50

04 - Data Mgmt System Support

Professional Services

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior III	7.25	\$138.00	\$1,000.50
Senior Associate	21.75	\$132.00	\$2,871.00
GIS Manager	0.25	\$126.00	\$31.50
Associate III	2.75	\$114.00	\$313.50

Professional Services Subtotal: \$4,216.50

Data Mgmt System Support Subtotal: \$4,216.50

05 - General Project Mgmt

**05 - General Project Mgmt****Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.50	\$212.00	\$318.00
Supervisor II	4.50	\$197.00	\$886.50
Senior III	2.50	\$138.00	\$345.00
Senior Associate	0.25	\$132.00	\$33.00
<i>Professional Services Subtotal:</i>			<u>\$1,582.50</u>
<i>General Project Mgmt Subtotal:</i>			<u>\$1,582.50</u>

06 - Model Transfer & Upgrade**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	4.00	\$212.00	\$848.00
Supervisor II	25.00	\$197.00	\$4,925.00
Associate III	2.50	\$114.00	\$285.00
<i>Professional Services Subtotal:</i>			<u>\$6,058.00</u>
<i>Model Transfer & Upgrade Subtotal:</i>			<u>\$6,058.00</u>

07.01 - Imported Water: Planning/Design/Environmental**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	10.00	\$244.00	\$2,440.00
Supervisor I	28.50	\$212.00	\$6,042.00
Associate III	92.00	\$114.00	\$10,488.00
<i>Professional Services Subtotal:</i>			<u>\$18,970.00</u>
<i>Imported Water: Planning/Design/Environmental Subtotal:</i>			<u>\$18,970.00</u>

09 - Recycled Water**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	0.50	\$212.00	\$106.00
<i>Professional Services Subtotal:</i>			<u>\$106.00</u>
<i>Recycled Water Subtotal:</i>			<u>\$106.00</u>

11 - Data Collection, Monitoring & Data Gaps**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Associate	18.25	\$132.00	\$2,409.00
<i>Professional Services Subtotal:</i>			<u>\$2,409.00</u>

Reimbursables

	<u>Charge</u>
Equipment Purchase	\$843.25
Other Expenses	\$54.00
<i>Reimbursables Subtotal:</i>	<u>\$897.25</u>

Data Collection, Monitoring & Data Gaps Subtotal: \$3,306.25

12 - Shallow Well Consolidation Project**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	5.00	\$244.00	\$1,220.00
Supervisor I	0.75	\$212.00	\$159.00
Associate III	3.25	\$114.00	\$370.50
<i>Professional Services Subtotal:</i>			<u>\$1,749.50</u>
<i>Shallow Well Consolidation Project Subtotal:</i>			<u>\$1,749.50</u>

14 - Production Reporting, Transient Pool & Fee Support**Professional Services**

	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.50	\$244.00	\$366.00

**14 - Production Reporting, Transient Pool & Fee Support**

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	0.75	\$212.00	\$159.00
Associate III	2.25	\$114.00	\$256.50
<i>Professional Services Subtotal:</i>			<u>\$781.50</u>
<i>Production Reporting, Transient Pool & Fee Support Subtotal:</i>			<u>\$781.50</u>

18.1 - Navy/Coso Cooperative Agreement

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Special Project Director	0.75	\$244.00	\$183.00
Supervisor I	0.25	\$212.00	\$53.00
Associate III	0.25	\$114.00	\$28.50
<i>Professional Services Subtotal:</i>			<u>\$264.50</u>
<i>Navy/Coso Cooperative Agreement Subtotal:</i>			<u>\$264.50</u>

20 - Shallow Well Mitigation Program: Outreach & Impacts Evaluation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	2.50	\$244.00	\$610.00
Supervisor I	1.00	\$212.00	\$212.00
Associate III	0.25	\$114.00	\$28.50
Assistant II	11.00	\$96.00	\$1,056.00
<i>Professional Services Subtotal:</i>			<u>\$1,906.50</u>
<i>Shallow Well Mitigation Program: Outreach & Impacts Evaluation Subtotal:</i>			<u>\$1,906.50</u>

21 - General Engineering

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	0.75	\$212.00	\$159.00
Supervisor II	9.00	\$197.00	\$1,773.00
<i>Professional Services Subtotal:</i>			<u>\$1,932.00</u>
<i>General Engineering Subtotal:</i>			<u>\$1,932.00</u>

22 - GSP 5-Year Update

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.50	\$244.00	\$854.00
Special Project Director	22.50	\$244.00	\$5,490.00
Supervisor I	0.50	\$212.00	\$106.00
Supervisor II	52.50	\$197.00	\$10,342.50
Senior III	6.00	\$138.00	\$828.00
Senior Associate	21.75	\$132.00	\$2,871.00
GIS Manager	23.50	\$126.00	\$2,961.00
Associate III	51.75	\$114.00	\$5,899.50
<i>Professional Services Subtotal:</i>			<u>\$29,352.00</u>
<i>GSP 5-Year Update Subtotal:</i>			<u>\$29,352.00</u>

23 - Annual Report Preparation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor II	27.00	\$197.00	\$5,319.00
Senior III	12.00	\$138.00	\$1,656.00
<i>Professional Services Subtotal:</i>			<u>\$6,975.00</u>
<i>Annual Report Preparation Subtotal:</i>			<u>\$6,975.00</u>

**26 - Budget Support****Professional Services**

Associate III

<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
5.50	\$114.00	\$627.00
<i>Professional Services Subtotal:</i>		<u>\$627.00</u>
<i>Budget Support Subtotal:</i>		<u>\$627.00</u>

27 - Litigation Support**Professional Services**

Principal

Special Project Director

Supervisor I

Supervisor II

Senior III

Associate III

<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
12.00	\$244.00	\$2,928.00
2.50	\$244.00	\$610.00
18.75	\$212.00	\$3,975.00
21.00	\$197.00	\$4,137.00
22.00	\$138.00	\$3,036.00
84.50	\$114.00	\$9,633.00
<i>Professional Services Subtotal:</i>		<u>\$24,319.00</u>
<i>Litigation Support Subtotal:</i>		<u>\$24,319.00</u>
<i>Water Resources Management 2025 Subtotal:</i>		<u>\$121,287.25</u>

***** Invoice Total *******\$121,287.25**

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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

February 25, 2025
Project: No: 04101-23-001
Invoice No: 117544

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

Client Project #:

For the month of January 2025, Provost & Pritchard performed the following services for the IWVGA Imported Water Pipeline Project:

Phase TSK 2 Geotechnical Studies: Researched and prepared mapping and acreages for impacts for geotechnical boring work. Prepared reports and mapping for geotechnical boring work continuation. Prepared memo to submit to CDFW for LSA for geotechnical borings. Email correspondence.

Phase TSK5 Regulatory Compliance and Permitting: Continued coordination and correspondence with permitting agencies for Project. Research for biological compliance needs for Project.

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

Phase: TSK1 Initial Coordination (Kick Off Meetings)

Labor

	Hours	Rate	Amount	
Associate Specialist	1.60	133.00	212.80	
Principal Planner	.80	204.00	163.20	
Senior Project Administrator	.50	128.00	64.00	
Totals	2.90		440.00	
Total Labor				440.00
			Total this Phase:	\$440.00

Phase: TSK2 Geotechnical Studies

Labor

	Hours	Rate	Amount	
Associate Specialist	5.30	133.00	704.90	
Senior Biologist	17.20	156.00	2,683.20	
Senior Specialist	12.20	163.00	1,988.60	
Associate Biologist	.40	142.00	56.80	
Assistant Biologist	.40	117.00	46.80	
Totals	35.50		5,480.30	
Total Labor				5,480.30
			Total this Phase:	\$5,480.30

Phase: TSK5 Regulatory Compliance and Permitting

Labor

	Hours	Rate	Amount	
Associate Specialist	2.80	133.00	372.40	
Senior Biologist	5.80	156.00	904.80	
Totals	8.60		1,277.20	
Total Labor				1,277.20
			Total this Phase:	\$1,277.20

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

Project	04101-23-001	IWVGA CEQA_NEPA Permitting	Invoice	117544
			Total this Invoice	<u>\$7,197.50</u>

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PROVOST & PRITCHARD CONSULTING GROUP

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

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

February 25, 2025
Project: No: 04101-24-002
Invoice No: 117530

Project Name: IWVGA Imported Pipeline Mojave Tank Farm Alternative

Client Project #:

For the month of January 2025, Provost & Pritchard performed the following tasks for the IWVGA Mojave Tank Farm Project:
Phase TSK1 Initial Coordination: Continued coordination meeting with BLM, applicant, USFWS, and DOD for project status and next steps update for the Phase 2 - Mojave Tank Farm Environmental tasks.

Phase TSK2 Technical Studies: Continued Bio and cultural survey preparations and coordination. Data mapping. Updates draft bio report with Mojave Tank Farm portion findings. Check in meetings and email correspondence with agency cultural staff and sub consultant. Reimbursable expenses from technical surveys. Subconsultant invoice for cultural resources survey.

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

Phase: TSK1 IWVGA Imported Pipeline Project Mojave Tank Farm Analysis Initial Coordination

Labor

	Hours	Rate	Amount	
Senior Project Administrator	13.60	128.00	1,740.80	
Totals	13.60		1,740.80	
Total Labor				1,740.80
Total this Phase:				\$1,740.80

Phase: TSK2 IWVGA Mojave Tank Farm Analysis Technical Studies

Labor

	Hours	Rate	Amount	
Senior Biologist	3.50	156.00	546.00	
Totals	3.50		546.00	
Total Labor				546.00
Total this Phase:				\$546.00

Phase: TSK3 IWVGA Mojave Tank Farm Analysis CEQA_NEPA Compliance

Labor

	Hours	Rate	Amount	
Assistant Planner	.10	123.00	12.30	
Totals	.10		12.30	
Total Labor				12.30
Total this Phase:				\$12.30

Total this Invoice \$2,299.10

Billing Backup

Tuesday, February 25, 2025

Provost & Pritchard Consulting Group

Invoice 117530 Dated 2/25/2025

11:35:27 AM

Phase: TSK1 IWVGA Imported Pipeline Project Mojave Tank Farm Analysis Initial Coordination

Labor

		Hours	Rate	Amount	
Senior Project Administrator					
1600 - Lancaster, Jacqueline	1/6/2025	1.00	128.00	128.00	
1600 - Lancaster, Jacqueline	1/7/2025	1.50	128.00	192.00	
1600 - Lancaster, Jacqueline	1/8/2025	1.00	128.00	128.00	
1600 - Lancaster, Jacqueline	1/10/2025	.50	128.00	64.00	
1600 - Lancaster, Jacqueline	1/13/2025	1.70	128.00	217.60	
1600 - Lancaster, Jacqueline	1/14/2025	2.00	128.00	256.00	
1600 - Lancaster, Jacqueline	1/15/2025	1.00	128.00	128.00	
1600 - Lancaster, Jacqueline	1/20/2025	1.00	128.00	128.00	
1600 - Lancaster, Jacqueline	1/21/2025	1.50	128.00	192.00	
1600 - Lancaster, Jacqueline	1/23/2025	1.00	128.00	128.00	
1600 - Lancaster, Jacqueline	1/24/2025	1.00	128.00	128.00	
1600 - Lancaster, Jacqueline	1/28/2025	.40	128.00	51.20	
Totals		13.60		1,740.80	
Total Labor					1,740.80
Total this Phase:					\$1,740.80

Phase: TSK2 IWVGA Mojave Tank Farm Analysis Technical Studies

Labor

		Hours	Rate	Amount	
Senior Biologist					
1060 - Bourne, Mary	1/6/2025	.50	156.00	78.00	
1060 - Bourne, Mary	1/7/2025	.50	156.00	78.00	
1060 - Bourne, Mary	1/8/2025	.60	156.00	93.60	
1060 - Bourne, Mary	1/9/2025	1.00	156.00	156.00	
1060 - Bourne, Mary	1/14/2025	.40	156.00	62.40	
1060 - Bourne, Mary	1/17/2025	.50	156.00	78.00	
Totals		3.50		546.00	
Total Labor					546.00
Total this Phase:					\$546.00

Phase: TSK3 IWVGA Mojave Tank Farm Analysis CEQA_NEPA Compliance

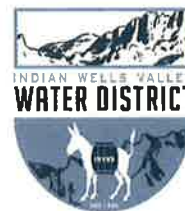
Labor

		Hours	Rate	Amount	
Assistant Planner					
1205 - Dill, Kyler	1/6/2025	.10	123.00	12.30	
Totals		.10		12.30	
Total Labor					12.30
Total this Phase:					\$12.30

Project	04101-24-002	IWVGA Imported Pipeline Mojave Tank Farm	Invoice	117530
			Total this Project:	\$2,299.10
			Total this Report	\$2,299.10

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



INVOICE DATE

01/16/2025

DUE DATE

03/17/2025

INVOICE NUMBER

1267

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

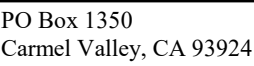
Rademacher Way Pipeline Project

Krieger & Stewart Costs \$ 45,450.47

Total Due \$ 45,450.47

**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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Date	Invoice #
1/31/2025	18045

IWVGA Comm & Eng

Date	Description	Amount
1/31/2025	Contract Services for January - please see attached	165.37
Total		\$165.37

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Invoice

PO Box 1350
Carmel Valley, CA 93924

Date	Invoice #
1/31/2025	18162

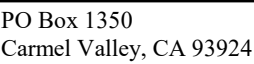
Bill To:
Indian Wells Valley Groundwater Authority
100 W California Ave
Ridgecrest, CA 93555

P.O. No.	Due Date	Inv Sent
	3/14/2025	2/27/2025

Date	Description	Amount
1/31/2025	Reimbursable Expenses for City of Ridgecrest Monthly Rent - please see attached	300.00
Total		\$300.00

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Date	Invoice #
1/31/2025	18044

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

Date	Description	Amount
1/31/2025	Contract Services for January - please see attached	24,417.17
Total		\$24,417.17

Indian Wells Valley

Month: **January, 2025**

Hours and Rates by Pay Period					
1st -15th		16th - EOM			Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CT	21.00	\$ 140.70	13.00	\$ 140.70	\$ 4,783.80
AK	68.00	\$ 110.25	81.50	\$ 110.25	\$ 16,482.37
GL	0.00	\$ -	0.00	\$ -	\$ -
HI	0.00	\$ -	0.00	\$ -	\$ -
DN	0.00	\$ -	0.00	\$ -	\$ -
GS	13.00	\$ 137.00	10.00	\$ 137.00	\$ 3,151.00
RM	0.00	\$ -	0.00	\$ -	\$ -
Totals	102.00		104.50		\$ 24,417.17

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

BILL TO

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

INVOICE 2025-019**DATE** 03/03/2025 **TERMS** Net 45**DUE DATE** 04/17/2025**VENDOR ID**

195953

INVOICE PERIOD

February 2025

DATE	ACCOUNT SUMMARY	AMOUNT
02/03/2025	Balance Forward	31,868.75
	Other payments and credits after 02/03/2025 through 03/02/2025	0.00
03/03/2025	Other invoices from this date	0.00
	New charges (details below)	16,362.50
	Total Amount Due	48,231.25

ACTIVITY	HOURS	RATE	AMOUNT
Charges			
Project 1: Imported Water Supplies			
P1-A: Water Sales Negotiations			
Government Relations: Intergovernmental Affairs	1.50	275.00	412.50
P1-A: Ongoing Negotiations with Private Seller 5 {Tatum}			
P1-B: Regulatory Approvals			
P1-C: Other Required Agreements			
P1-D: 2025 Water Market			
Government Relations: Intergovernmental Affairs	4	275.00	1,100.00
P1-D: 2025 Water Marketing, February {Tatum}			
Government Relations: Intergovernmental Affairs	2.75	250.00	687.50
P1-D: 2025 Water Marketing {Simonetti}			
Invoice Total Project 1: \$2,200.00			
Project 2: Water Replenishment Pipeline			
P2-A: 119th Congressional Session			
Government Relations: Federal	1.50	275.00	412.50
P2-A: FY2026 Appropriations Request {McKinney}			
P2-B: Environmental Mitigation Credits			
P2-C: Regulatory Support			
P2-D: USACE Transition			

ACTIVITY	HOURS	RATE	AMOUNT
Government Relations:Federal	6	275.00	1,650.00
P2-D: USACE Transition: LOI, Meeting with Stetson, and Internal Meetings {Tatum}			
Invoice Total Project 2: \$2,062.50			
Project 3: Other Projects Supporting the GSP			
P3-A: Well Mitigation and System Consolidation			
P3-B: Land Repurposing			
P3-C: Water Recycling			
P3-D: Groundwater Adjudication Legislation			
Government Relations:California	3	275.00	825.00
P3-D: Agency -- DWR, SWRCB, DOJ, and Office of the Governor Follow-up {McKinney}			
Government Relations:California	12	275.00	3,300.00
P3-D: Legislative -- Direct Advocacy: Assembly and Senate and Coalition Development {McKinney}			
Government Relations:California	6.50	250.00	1,625.00
P3-D: Agency and Coalition Development {Simonetti}			
Government Relations:California	9.75	250.00	2,437.50
P3-D: Legislative: Direct Advocacy Assembly and Senate {Simonetti}			
P3-E: Governmental Affairs (General)			
Government Relations:California	3	275.00	825.00
P3-E: Legislative -- 2025 Bill Introductions and Analysis			
P3-F: State Water Strategy			
Invoice Total Project 3: \$9,012.50			
Project Administration			
PA-A: Monthly Board Meetings			
General Business Items:Project Administration	5.50	275.00	1,512.50
PA-A: February Board Meeting, Monthly Materials Preparation and Communications Meetings {McKinney}			
General Business Items:Project Administration	3	275.00	825.00
PA-A: February Board Meeting {Tatum}			
General Business Items:Project Administration	3	250.00	750.00
PA-A: February Board Meeting and Monthly Materials Preparation {Simonetti}			
PA-B: Milestone Reports			
PA-C: Ad Hoc Reporting			
Invoice Total Project Administration: \$3,087.50			

Regulatory Compliance Reporting Notes:			
Invoice Total State of California Reporting: \$9,012.50			
Invoice Total Federal Reporting: \$2,062.50			

Thank you for your business. Please make checks payable to Capitol Core Group, Inc.	SUBTOTAL		16,362.50
	TAX		0.00

TOTAL	16,362.50
TOTAL OF NEW CHARGES	16,362.50

TOTAL DUE	\$48,231.25
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TranSystems Corporation

www.transystems.com

Invoice

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

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

Client:

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

Reference:

Invoice Date: 1/31/2025
Project No: P601230025
Invoice No: INV-0004758997

Project Name: IWV-Imported Water Pipeline

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

Staff Type	Name	Rate	Hours	Amount
Labor				
Project Consultant 3	Donald M. Anderson	150.00	1.30	\$195.00
R/W Specialist IV	Linwood A. Carleton	200.00	47.00	\$9,400.00
Total Labor			48.30	\$9,595.00
Invoice Total				\$9,595.00

TranSystems Corporation

Donald M. Anderson
Project Manager

TERMS: PAYABLE UPON RECEIPT

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

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INVOICE

WellIntel Inc.
906 E. Hamilton St.
Milwaukee, WI 53202

accounting@wellIntel.com
+1 (844) 935-5426
www.wellIntel.com



Bill to

April Keigwin
Indian Wells Valley Groundwater Authority
500 W. Ridgecrest Blvd.
Ridgecrest, CA 93555 US

Ship to

Stephan Bork
415 Sierra Grande St
Bishop, CA. 93514 US

Invoice details

Invoice no.: 3103
Terms: Net 30
Invoice date: 12/09/2024
Due date: 01/08/2025

P.O. Number: GW for Farris redeploy+battery
Email: sbork@mindspring.com

#	Date	Product or service	Description	Qty	Rate	Amount
1.		1RSNNGATE - SP	Replacement - Refurb WellIntel ST Gateway pair with re-programmed Farris system	1	\$250.00	\$250.00
2.		4ASNRE	Sensor/ Gateway Pair Re-serialize for Redeployment Farris sensor (1JTR0T3T) + new gw	1	\$0.00	\$0.00
3.		4ANNB2-SP	Extreme Weather Battery	6	\$60.00	\$360.00

Subtotal \$610.00

Shipping \$40.00

Total \$650.00

Ways to pay



Note to customer

PAYMENT

ACH/Electronic Transfer:
Company name: WellIntel, Inc.
Bank name: Waukesha State Bank
Bank address: 151 E. St. Paul Avenue, PO Box 648, Waukesha WI 53187-0648
Account: 11235741
ACH Routing: 075901341

Mailing Checks:
906. E. Hamilton Avenue, Milwaukee WI 53202

Pay Using Credit Card:
Click on "Review and Pay" button on electronic invoice and follow prompts

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INVOICE

WellIntel Inc.
906 E. Hamilton St.
Milwaukee, WI 53202

accounting@wellIntel.com
+1 (844) 935-5426
www.wellIntel.com



Bill to
April Keigwin
Indian Wells Valley Groundwater Authority
500 W. Ridgecrest Blvd.
Ridgecrest, CA 93555 USA

Ship to
April Keigwin
Indian Wells Valley Groundwater Authority
500 W RIDGECREST BLVD
RIDGECREST, CA 93555-4017 US

Invoice details
Invoice no.: 3144
Terms: Net 30
Invoice date: 01/20/2025
Due date: 02/19/2025

P.O. Number: 2025 WellIntel Data Service
Email: akeigwin@rgs.ca.gov

#	Date	Product or service	Description	Qty	Rate	Amount
1.		2DSNN12 - Annual	Analytics Dashboard Data Services (annual) BC's Well MS's Well GH's Well GC's Well SZ's Well CH's Well	6	\$240.00	\$1,440.00
2.		2DSNN12 - Annual	Analytics Dashboard Data Services pro-rated 8 months New location for Paul Farris system	1	\$160.00	\$160.00
3.		Sales Tax	Sales Tax calculated by AvaTax on Tue Jan 21 02:02:22 UTC 2025	1	\$148.00	\$148.00

Total **\$1,748.00**

Ways to pay



Note to customer

PAYMENT

ACH/Electronic Transfer:
Company: WellIntel, Inc.
Account: 656313916
ABA routing: 075000019
Bank: JPMorgan Chase Bank, N.A.
Bank address: P O Box 182051 Columbus, OH 43218 - 2051

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The Daily Independent
P.O. Box 7
Ridgecrest, CA 93555

Office Hours: Mon - Fri.
9:30 am - 2:30 pm
Phone Number: 760-375-4481
Fax Number: 760-375-4880

IWV Ground Authority
500 W Ridgcrest Blvd
Ridgcrest CA 93555

Invoice 130090
Account Number 142701

Date	Description	Amount
January 24, 2025	Legal Advertisement 4x10 Display	\$570.00
Balance Due		\$570.00

Please submit payment to the above address. Should you have any billing questions, please contact Paula McKay at 1-760-375-4481.

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California Association of Mutual Water Companies
1370 North Brea Boulevard, Suite 224
Fullerton, CA 92835



INVOICE

BILL TO	Date	Invoice No
Indian Wells Valley Groundwater Authority Ron Strand, General Manager 500 W Ridgecrest Blvd. Ridgecrest, CA 93555	Jan 15, 2025	03503

		Due Date
Description	Rate	Total
CalMutuals 2025 Membership Dues		
AFFILIATE MEMBERS:Non-Potable Districts		\$100.00
Please make checks payable to California Association of Mutual Water Companies and send payments to the address at the top of the invoice. (Note: Los Angeles Fires have impacted CalMutuals members and the financial support team in Altadena. For 2025 payments will be processed through CalMutuals headquarters in Fullerton.) Payments accepted online by credit card at https://caomwc.wildapricot.org/ . For billing inquiries, please call (714) 709-4040. Thank you!	Total	\$100.00
	Payments	
	Balance Due	\$100.00



MEMBER CONTACT INFORMATION

Please review and update contact information associated with your CalMutuals membership.

To update online: Log in to <https://caomwc.wildapricot.org/> To update by mail: Review and revise this form and return with your membership dues. Many thanks!

Company	Indian Wells Valley Groundwater Authority	
Website	https://iwvga.org/	
Mailing Address	500 W Ridgecrest Blvd. Ridgecrest, CA 93555	
Physical Address (if different)	500 W Ridgecrest Blvd	
County	Kern	
Manager Contact		☐ Manager is Primary Contact
Manager-First	Ron	
Manager-Last	Strand	
Title	General Manager	
Manager Email	rstrand@ridgecrest-ca.gov	
Manager Telephone		
Manager Cell		
Board Contact		☐ Board is Primary Contact
Board First		
Board Last		
Board Title		
Board Email		
Board Telephone		
Staff Contact		☐ Staff is Primary Contact
Staff-First	Peggy	
Staff-Last	Breeden	
Staff-Title	Mayor and Board President	
Staff EMail	pbreeden@ridgecrest-ca.gov	
Staff Telephone		
Annual Revenue		
Company Type	☐ Drinking Water ☐ Irrigation ☐ Both	
# of Connections or # Acres Served		
Please identify the three most critical issues/concerns facing your Company in 2025:		



January 20, 2025

Dear Affiliate Member:

We are writing to you as an entity that relies on the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (CalMutuals JPRIMA) for your insurance needs. CalMutuals JPRIMA partners with a network of brokers across California to provide best in class insurance for the water industry and selected others. **Access to the insurance requires membership in the California Association of Mutual Water Companies (CalMutuals).** Membership is free to CalMutuals JPRIMA insureds for the first year and offered at a reduced rate thereafter.

Enclosed is an invoice for your 2025 CalMutuals membership dues, which are discounted as a result of your participation in the CalMutuals JPRIMA insurance program. Also enclosed is a contact form with information for your organization. We ask you to review and update your information to help us more effectively serve you. Membership dues and contact information can be updated through US Mail or online at <https://caomwc.wildapricot.org/>

CalMutuals JPRIMA has a strong history of retaining and expanding members/insureds. CalMutuals JPRIMA has maintained competitive pricing and has declared a meaningful and consistent dividend for all Workers' Compensation clients since our founding in 2016. This year CalMutuals JPRIMA has expanded insurance offerings to include a robust and affordable Cybersecurity insurance product.

CalMutuals JPRIMA continues to invest insurance residuals to fund resources that help CalMutuals' small system members. These resources are available to you, our Affiliate members, as well. Resources are available at no cost to member water systems with less than 500 service connections and to members with *both* the JPRIMA P&C and Workers' Comp insurance. For all remaining members, resources are offered at a reduced cost. These resources include:

- **Online Water Treatment and Distribution Operator training courses and Continuing Education Units (CEUs)** for members' board and staff through the *American Water College*.
- **Background checks** for potential employees, employees, and potential board members to assure the quality of leaders, employees, and potential candidates through *Universal Background*.
- **Management Training Video series** in conjunction with the *American Association of Water Distribution & Management*.
- **Resources to comply with new legislation and regulations** including SB 3: Discontinuation of Residential Water Service; SB 553: Occupational safety: workplace violence prevention

We value your membership and look forward to continued collaboration in 2025. If you or another member of your organization have questions about CalMutuals or CalMutuals JPRIMA, please do not hesitate to contact us.

Sincerely,

Susan Allen
Chief Executive Officer
California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority

Karina Cervantez
Managing Director
California Association of Mutual Water Companies



Your insurance partner beyond the policy

Your Property and Casualty Insurance is provided by CalMutuals JPRIMA. CalMutuals JPRIMA is a joint powers authority formed in 2016 through the passage of AB 656 with the purpose of providing best in class insurance to its members and ensuring technical and managerial resources to small water systems. CalMutuals JPRIMA proudly serves close to 600 water systems from the smallest to the largest, throughout California. **Insurance with CalMutuals JPRIMA requires membership with CalMutuals.**

Insureds that are not mutual water companies participate in the Association as *Affiliate Members*. CalMutuals JPRIMA takes pride in being your "insurance partner beyond the policy". Benefits of CalMutuals membership include:



Assistance to Very Small Systems

Affiliate Member dues help CalMutuals JPRIMA in providing sorely needed risk reduction support to very small (15-2999 connections) and disadvantaged water systems. CalMutuals JPRIMA further invests insurance residuals to programs and services to address critical needs of small water systems.



* Continuing Education

Help your team meet continuing education requirements. Enroll in free operator, safety, and management online training modules; including state-mandated board member ethics training.



Service Discontinuation Policy (SB 3) Resources

Navigate SB 3 compliance through our sample discontinuation policies and informative webinar, featuring step-by-step guidance from CalMutuals' General Counsel and Managing Director.



* Employee Background Checks

Streamline your hiring processes by taking advantage of free or discounted background checks by Universal Background Screening for criminal records, identity, driver's records, education and more.



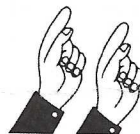
Peer-to-Peer Support

Connect with CalMutuals members to address shared challenges. As issues emerge, reach out and we will work to identify members who may be able to provide insight, assistance and guidance.



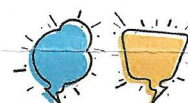
Leadership Video Series

Tap into a vast and virtual library of videos on cybersecurity, inverse condemnation, risk management, human resources fundamentals and more, courtesy of our partnership with the American Association of Water Distribution & Management (AAWD&M).



Referrals to Preferred Vendors

Link to CalMutuals' preferred vendors; with expertise ranging from website design to pipe, valve and meter supply, to financial and engineering services. They're experienced in working with small systems and often provide discounts for members.



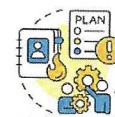
* Public Relations Support

Get free help with an immediate communications challenge from our partner Ortega Strategies Group. Ongoing public relations assistance is available to members on a consulting basis at a discounted rate.



Risk Management and Human Resources Tools

Members with Workers' Compensation insurance get answers to human resources and safety professionals questions using The Zenith's toll-free number. Find thousands of risk management, safety, and HR best practices resources at your fingertips through the Zenith Solution Center.



* Workplace Violence Prevention

Enhance workplace safety with our comprehensive workplace violence prevention plan template and free training customized specifically for your system.

REGISTER OR LEARN MORE

www.calmutuals.org/resources
www.calmutualsjprima.org/resources

info@calmutuals.org • (714) 709-4040

* Free to members with <500 connections and members with property and liability and worker's compensation insurance through JPRIMA. Discounted for all others.

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board of Directors **DATE:** March 12, 2025

FROM: Carol Thomas-Keefer, General Manager

SUBJECT: **Renewal of 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. The agreement expires annually at the end of each year, although the Board approved a short-term (three month) renewal in December 2024 to accommodate scheduling issues for both IWVGA and RGS. RGS has now provided a proposed contract to continue providing administrative services for the balance of calendar year 2025.

DISCUSSION

For 2025, RGS proposes to maintain a scope of work similar to previous years. As in previous years, the RGS proposal does not specify a monthly fee or a not-to-exceed annual amount, but rather provides its fee schedule with hourly rates for personnel contributing to IWVGA activities. Hourly billing rates for RGS staff have increased modestly for 2025 but overall cost projections remain steady, with the budget projection the same as for 2024 at \$340,000. Actual expense for 2024 is approximately \$293,000. The professional services agreement and scope of work presented by RGS is similar to the 2024 contract, with a revised hourly billing schedule. A monthly technology fee is also again included to cover costs associated with accounting software license fees (which are shared proportionately among the various agency users within RGS).

ACTION(S) REQUIRED BY THE BOARD

The IWVGA board should consider approval of the 2025 contract with Regional Government Services and associated Scope of Work for comprehensive administrative services through December 31, 2025.

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

THIS AGREEMENT is made and entered into this 12th day of March, 2025 ("Effective Date"), by and between Indian Wells Valley Groundwater Authority ("IWVGA"), and Regional Government Services Authority, a joint powers authority ("Consultant").

RECITALS:

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

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

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

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

1.0. SERVICES PROVIDED BY RGS

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

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

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on January 1, 2025 and shall continue for 1 year after the Commencement Date, unless previously amended in accordance with Section 3.1 of this Agreement or unless terminated as provided herein.

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

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

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

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

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

5.0. INSURANCE

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

IWVGA:

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

IF TO CONSULTANT:

Regional Government Services
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 93555
Tel: (760) 499-5001
Fax: (760) 499-1500
Attn: Phillip Peters

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

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

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

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

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

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgement, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without

affecting the rights of IWVGA under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless IWVGA for liability attributable to the active negligence of IWVGA, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where IWVGA is shown to have been actively negligent and where IWVGA's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of IWVGA.

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

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

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

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

The IWVGA's ownership of the "documents and materials" described above shall not apply to Consultant's "proprietary information," which means for purposes of this Agreement, all

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.25. Corporate Authority. The persons executing this Agreement on behalf of the

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

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

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

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

INDIAN WELLS VALLEY
GROUNDWATER AUTHORITY

Chair of the Board

Date: _____

REGIONAL GOVERNMENT SERVICES
AUTHORITY

Executive Director

Date: _____

APPROVED AS TO FORM:

IWVGA Board Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

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

A. COMPREHENSIVE ADMINISTRATIVE SERVICES

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

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

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

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

EXHIBIT B
FEE SCHEDULE

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

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 2025 are:

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

Rates for additional RGS staff assigned are shown below:

RGS STAFF & TECHNOLOGY FEE BILL RATES

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

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

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

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

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

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IWVGA ADMINISTRATIVE OFFICE
STAFF REPORT

TO: IWVGA Board Members

DATE: March 12, 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 10 – Board Review and Approval of Periodic Evaluation

BACKGROUND

The Indian Wells Valley Groundwater Sustainability Plan (GSP) was submitted to the California Department of Water Resources (DWR) in January 2020. DWR approved the GSP on January 13, 2022 and provided seven Recommended Corrective Actions (RCAs) to be addressed in the next update of the GSP. The GSP provides the framework and path to achieve sustainability in the Indian Wells Valley by no later than 2040. According to 23 California Code of Regulations (CCR) § 356.4, DWR requires Groundwater Sustainability Agencies, such as the Indian Wells Valley Groundwater Authority (IWVGA), to evaluate GSPs at least every 5 years and provide a written assessment to DWR. This written assessment is called the Periodic Evaluation. The Indian Wells Valley (IWV) GSP Periodic Evaluation is to be submitted to DWR no later than January 31, 2025. If a Periodic Evaluation determines that changes to the GSP must be made, the Periodic Evaluation may be accompanied by an Amended GSP.

DISCUSSION

The 2025 IWV GSP Periodic Evaluation, included as an attachment to this report, was published for public review on February 15, 2025. Comments were to be submitted by March 1, 2025. The IWVGA has received five (5) sets of comments regarding the Periodic Evaluation.

Comments received have noted the limited stakeholder and public participation and notification of the Periodic Evaluation process and publishing, as well as the limited time for review of the Periodic Evaluation, though IWVGA has made efforts to inform stakeholders and the public of concerns with the release of the report due to ongoing litigation. Additionally, comments can continue to be made on the Periodic Evaluation during DWR's 75-day public comment period. It was further stated that the conditions in El Paso were not acknowledged and that dust control following the fallowing of agricultural lands will be important to be addressed, despite the lack of funding. Comments from a member of the technical modeling group (TMG) also strongly suggested that the characterization of how AEM data was applied in the model is inaccurate. The TMG, along with Dr. Ryan Smith from Colorado State University, an expert in integrating remote sensing datasets into models, collaboratively reviewed and analyzed the AEM data, which was determined by the TMG to be useful in defining the extents of the top of the clay layer within the Basin and confirming the locations of faults. Another commenter had concerns about the success of the Imported Water Project due to a lack of secured water supplies for the project and efforts by the adjudication to hinder progress. The quantified value of the Navy's Federally Reserved Water Rights (FRWR) was also noted to not be up-to-date and has been revised in the final Periodic Evaluation.

Additional comments state that the Periodic Evaluation has not incorporated new data and information from documents published by the Technical Working Group (TWG), which includes the Indian Wells Valley Water District (IWVWD) and Searles Valley Minerals (SVM). These comments also urged consideration of a new groundwater basin model, developed by the TWG, for evaluation of the Basin, however, the model has not been made available.

Comments received have been reviewed and considered for incorporation. No substantial revisions to the Periodic Evaluation have been made.

RECOMMENDED ACTION

Staff recommends the Board approve submittal of the 2025 Periodic Evaluation to the California Department of Water Resources.

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: March 12, 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 11 – Receive and File Water Year 2024 Annual Report

BACKGROUND AND DISCUSSION

The Indian Wells Valley Groundwater Authority (IWVGA) has prepared the Water Year (WY) 2024 Annual Report for the Indian Wells Valley Groundwater Basin (IWVGB), Basin 6-054, to be submitted to the California Department of Water Resources (DWR) in compliance with the Sustainable Groundwater Management Act (SGMA). The Annual Report presents required data for WY 2024 (October 1, 2023-September 30, 2024) and includes an update on Basin conditions and Basin projects and management activities. A brief presentation on what is reported in the WY 2024 Annual Report is attached. The WY 2024 Annual Report has been finalized and is required to be submitted to DWR by April 1, 2025.

ACTION(S) REQUIRED BY THE BOARD

Staff recommends the Board receive and file WY 2024 Annual Report.

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: March 12, 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 12: Provost and Pritchard Change Order for Botanical Surveys

BACKGROUND

The Indian Wells Valley Groundwater Authority (IWVGA) executed a Contract Services Agreement (CSA) with Provost and Pritchard Consulting Group (P&P) for CEQA/NEPA Documents and Permit Documentation services for the Imported Water Pipeline Project (Project) on February 28, 2023. The preliminary design for the Project planned for the power for the pump stations to be taken from Southern California Edison's (SCE) existing 115 kilovolt line that crosses Garlock Road and then distributed to pump stations No. 2 and No. 3 from a substation by power lines to be constructed adjacent to Garlock Road. The biological and cultural surveys that have been conducted along this alignment included the areas for both the pipeline and the power lines. SCE has determined that the power for Pump Stations No. 2 and No. 3 will need to come from facilities approximately 4 miles south of the pump stations. This new power line alignment will require additional surveys and analysis to be incorporated into the environmental review.

DISCUSSION

P&P first established contact with SCE during the Project Alignment Study in November 2022 and has been in regular contact with SCE's power transmission and power distribution teams through bi-weekly meetings since late 2023. Discussions have focused primarily on how to provide power to the Project's two proposed pump stations located on Redrock Randsburg Road and one proposed pump station on Garlock Road near Highway 395 through the nearest existing SCE infrastructure with available capacity, as described in the Project's Alignment Study.

SCE recently confirmed that an additional 4.3-mile power line is required to power Pump Stations No. 2 and No. 3. In late 2023, SCE confirmed that there is little available power capacity in their system, the closer you get to California City. SCE provided a conceptual schematic in April 2024 showing a new 33kV distribution line beginning from the northern edge of Randsburg, then continuing 4.3 miles north to Garlock Road before splitting to serve Pump Stations 2 and 3. This conceptual design could not be furthered until SCE went through their administrative process to establish this as an actual design project which allowed them to engage their engineering and environmental group. This did not occur until November 2024, as a result of a backlog of other projects in SCE's queue. P&P's environmental planning group first met with SCE's environmental group in late 2024 when a staff member from the SCE environmental group was assigned to the project. P&P staff has been in regular communications with SCE environmental staff since then. The corridor for the construction of this new 33kV distribution line will need to

be included in the Project's Environmental Assessment /Environmental Impact Report for impacts to biological and cultural resources, including botanical surveys.

P&P have provided Scope and Budget Amendment No. 6 for a botanical survey that must be conducted in the next few weeks when plants are within their blooming period and can be readily observed and definitively identified. If this survey is not conducted in the next few weeks, it will need to be conducted a year from now, which would delay completion of the environmental review for the Project. South Environmental Consultants, P&P's subconsultants, will conduct a single botanical survey focused on rare plant habitat assessment, identification of any special status plants, and identification of any vegetation communities for the potential of Mohave Ground Squirrels that may occur in the survey area. The survey will include a single survey conducted in late-March to early-April 2025. It should be noted scopes and budgets are being developed for additional biological and cultural surveys that will be needed and will be brought to a future Board meeting for consideration, but this survey is presented now due to the time sensitive nature of the survey.

The CSA's current authorized budget is \$1,506,114.00 for Task 1 (Initial Coordination), Task 2 (Geotechnical Investigations Initial Coordination), Task 3 (Technical Studies), Task 4 (Public Outreach), Task 5 (Regulatory Compliance Permitting) and Task 6 (CEQA/NEPA), and Task 7 (Geotechnical Monitoring). Scope and Budget Amendment No. 6 proposes an increase in budget of \$20,000.00 for a proposed total not-to-exceed fee in the CSA of \$1,526,114.00.

RECOMMENDED ACTION

Staff recommends the Board approve Scope and Budget Amendment No. 6 for a Contract Sum increase of \$20,000.00, for a proposed total not-to-exceed fee of \$1,526,114.00 for the Contract Services Agreement with Provost and Pritchard Consulting Group, for CEQA/NEPA Documents and Permit Documentation Services for the Imported Water Pipeline.

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PROVOST & PRITCHARD CONSULTING GROUP

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

SCOPE & BUDGET AMENDMENT NO. 6

To:	Bianca Cabrera, Stetson Engineering, Inc.	Email:	BiancaC@stetsonengineers.com
From:	Dawn Marple, Principal Planner	Date:	March 7, 2025
Subject:	Indian Wells Valley Groundwater Authority Imported Pipeline Project CEQA/NEPA and Permitting Documentation: Contract Amendment No. 6 – Southern California Edison Additional Areas – Rare Plant Survey		

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

BACKGROUND

The design team first established contact with Southern California Edison (SCE) during the Alignment Study in November 2022 and has been in regular contact with SCE staff power transmission and power disturbance teams. Early discussions have focused primarily on how to provide power to the two pump stations located on Redrock Randsburg Road and the one Garlock Road near Highway 395. When the original scope was prepared, the engineering design team had assumed that the power would be taken from the 115 kilovolt line that crosses Garlock Road and power distributed to Pump Stations No. 2 and 3 via a substation located adjacent to Garlock Road. In late 2024, when the design project was officially set up in SCE's system, SCE project staff engaged their environmental group and met with our design and planning team. The additional 4-mile area will need to be included in the EA/EIR for the project including biological and cultural resources. This amendment address the need for a rare plant survey to occur in early April 2025 and the findings to be included in the EA/EIR.

PHASE TSK3: TECHNICAL STUDIES

Provost & Pritchard will team with South Environmental to complete the rare plant survey and memo for the additional area. Navigating the complexities of CEQA/NEPA, especially with special-status-species, including BLM sensitive species, requires an integrated team who can help guide design while successfully conducting environmental impact evaluations, and agency coordination from day one in order to avoid costly delays and/or avoidable impacts and mitigation. A solid Project area/area of potential effect must be finalized prior to any field surveys. Our team will leverage our expertise to identify potential environmental issues that could result in complex or time-consuming permitting. These considerations will be used to initiate early agency coordination, and aid in developing and maintaining the Project schedule, while maximizing efficiency and minimizing the risk of unexpected schedule delays.

BIOLOGICAL RESOURCES TECHNICAL STUDIES

In order for botanical surveys to be accepted during the permitting phase of a Project, they must be conducted under appropriate ecological conditions. Historical data and large-scale projects previously implemented in the region indicate that agencies will require these biological surveys. Completing this work in advance of agency consultation will convey that the Project proponent is taking all necessary actions to

accurately determine potential environmental impacts and to mitigate those impacts, which will ultimately ensure a smoother permitting process and avoid delays.

- South Environmental will perform protocol level rare plant surveys upon notice to proceed.
 - Goals of the biological field surveys consist of identification of existing biological resources within the Project area, including land uses and biotic habitats, constituent plants and animals, and suitable habitat for special status species. Biological information of the Project area will be built from the information previously gathered during the alignment study and will be utilized to expedite the surveys.
 - The botanical survey team understands that the Project consists of the approximately 4-mile-long alignment with a 180-foot-wide survey corridor, as recommended by the Bureau of Land Management.
- South Environmental will map vegetation communities during the rare plant field survey.
 - Mapping will occur throughout the 180-foot-wide survey corridor.
 - The communities will be assessed for the potential for Mohave Ground Squirrel to occur onsite.

DELIVERABLES:

- Special Status Botanical Survey Memoranda
- Vegetation Mapping & Mohave Ground Squirrel Habitat Memorandum

BOTANICAL SURVEY AND REPORT

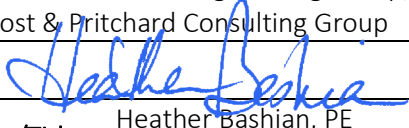
South Environmental will conduct a single botanical survey focused on rare plant habitat assessment and survey to identify special status plants that may occur on the survey area. The survey will include a single survey conducted in late-March, early-April of 2025 of the 180-foot-wide corridor that will be conducted according to CDFW 2018 Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities and according to the USFWS 2000 Guidelines for Conducting and Reporting Botanical Inventories of Federally Listed, Proposed and Candidate Plants. The survey will include identification of all plant species encountered during the survey with a focus on those recorded in the region to the California Natural Diversity Database and California Native Plant Society Inventory of Rare and Endangered Plants, and the list of species provided by the BLM that may be found in habitats found on the survey area. Individual rare plants and populations will be recorded using a Trimble GPS and will be mapped. Prior to conducting the survey, South Environmental biologists will visit nearby reference sites for the original project to determine if the target species are in bloom during the survey timing. A botanical survey report will be prepared that describes the methods and results of the survey.

VEGETATION MAPPING AND MGS HABITAT ASSESSMENT

South Environmental will map vegetation communities and identify any sensitive natural communities or unique plant assemblages such as creosote rings or salt marsh. The vegetation communities will be characterized according to California Native Plant Society's The Manual of California Vegetation Online. The communities will be assessed for the potential for Mohave Ground Squirrel to occur and areas will be considered high, medium, low, or no potential for MGS based on the percentage of MGS target plants that occur in the community. A map will be created that shows the vegetation communities, any unique plant assemblages, and the MGS habitat assessment. The mapping will occur throughout the 180-foot wide survey corridor and will be completed by stopping at each new plant community observed in the corridor to map the boundaries and assess the plant species density and composition. At a minimum the plant species composition and species list will be assessed every mile to assess the potential for MGS to occur when the community is continuous for large portions of the survey area. GIS shapefiles of the communities, unique plant assemblages, and MGS habitat assessment will be provided along with a pdf of the mapped areas.

Budget Amendment			
Phase Name	Current Budget	Budget Increase	Revised Total Fee
Phase TSK1: Initial Coordination	\$150,555	-	\$150,555
Phase TSK2: Geotechnical Studies	\$130,631	-	\$130,631
Phase TSK3: Technical Studies	\$437,040	\$20,000	\$457,040
Phase TSK4: Public Outreach	\$98,235	-	\$98,235
Phase TSK5: Regulatory Compliance & Permitting	\$249,142	-	\$249,142
Phase TSK6: CEQA/NEPA Documentation	\$182,946	-	\$182,946
Phase TSK7: Geotechnical Monitoring	\$257,565	-	\$257,565
New Total Budget for Affected Phases:	\$1,506,114	\$20,000	\$1,526,114
<i>This amendment is only for the biological resources efforts that need to occur in April 2025. Additional amendments for agency coordination and administration, as well technical studies for the additional SCE area will be outlined in additional amendment(s) to be approved in later board meetings as requested by IWVGA.</i>			

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

Client: Indian Wells Valley Ground Water Authority	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
By:	By: 
Name/Title:	Name/Title: Heather Bashian, PE Director of Operations
Date Signed:	Date Signed: March 7, 2025

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: March 12, 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 13 – Authorization of an Amendment to the Reimbursement Agreement with AVEK for an Extension and an Additional Deposit to AVEK for Project Scoping Review of the Imported Water Pipeline

BACKGROUND AND DISCUSSION

The Indian Wells Valley Groundwater Authority's (IWVGA) Imported Water Project (Project) will bring imported water supplies into the Indian Wells Valley Groundwater Basin through an imported water connection from Antelope Valley – East Kern Water Agency's (AVEK) California City pipeline to the Indian Wells Valley Water District water system. On February 14, 2024, IWVGA adopted Resolution 2-24, authorizing a Reimbursement Agreement with AVEK for Project Scoping Review, which includes reimbursement of incurred and future expenses, time, and materials by the AVEK staff, consultants, and other reasonably related professional or administrative services while undertaking the Project Scoping Review, including all other matters related to review and discussion of the Project. The Agreement required an initial deposit of \$75,000.00 that was provided to AVEK. The term of the agreement expired on February 14, 2025.

AVEK's consultant - Kennedy Jenks Consultants, previously prepared a Connection Analysis to examine potential tie-in locations on AVEK's transmission system using AVEK's transmission system hydraulic model. To provide a stronger environmental document, AVEK, the Project's responsible agency under CEQA, previously requested the inclusion of a future phase to the Project for CEQA analysis that includes an enlarged carrying capacity for the California City pipeline going back to the AVEK Mojave Tank Farm that may be needed in the future.

In February 2025, the IWVGA General Manager requested that AVEK have additional modeling performed to estimate timing of when the Mojave Tank Alignment might need to be brought online and to provide data on hydraulic conditions in AVEK's system needed for the Project's pumpstation design.

The additional modeling work is estimated at \$49,680.00 and would exceed the available balance of IWVGA's initial deposit of \$75,000 that was provided to AVEK after the Agreement's execution.

In order for AVEK to continue undertaking the Project Scoping Review and supporting Project design, an amendment is required to extend the term of the agreement. The amendment also includes language to document an additional deposit of \$75,000. Any unused funds at the

completion of the Project Scoping review will be refunded to IWVGA and AVEK will provide full accounting of costs incurred to be paid by the deposit to IWVGA.

The Reimbursement Agreement and a draft amendment are included in the Board packet for your review.

ACTION(S) REQUIRED BY THE BOARD

Staff recommends the Board approve the amendment to extend the terms of the Reimbursement Agreement with AVEK by an additional 24 months and to provide an additional \$75,000 deposit to AVEK to continue their Project Scoping Review and to support Project design.

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AMENDMENT NO. 1 TO INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
IMPORTED WATER PIPELINE PROJECT REIMBURSEMENT AGREEMENT DATED
FEBRUARY 14, 2024, BETWEEN ANTELOPE VALLEY-EAST KERN WATER AGENCY
AND INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

THIS AMENDMENT NO. 1 by and between Antelope Valley-East Kern Water Agency, a California public water agency ("AVEK") and Indian Wells Valley Groundwater Authority ("AUTHORITY"), is made and entered into this ____ day of March 2025.

A. Recitals.

(i) On or about February 14, 2024, AVEK and AUTHORITY entered into that certain agreement entitled "Indian Wells Valley Groundwater Authority Imported Water Pipeline Project Reimbursement Agreement" ("Agreement"), pursuant to which AVEK agrees to assist AUTHORITY with various aspects of a proposed imported water pipeline and associated booster pump stations ("Project") and AUTHORITY agrees to reimburse AVEK for such efforts.

(ii) Pursuant to the Agreement, AUTHORITY provided a deposit of Seventy-Five Thousand Dollars (\$75,000.00) towards the Project, which deposit has been exhausted.

(ii) It is the intent of AVEK and AUTHORITY in executing this Amendment No. 1 to revise the Agreement in order to extend the Term of the Agreement and document an additional deposit of Seventy-Five Thousand Dollars (\$75,000.00) towards completion of the Project.

B. Agreement.

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

1. Pursuant to Section 1.b). of the Agreement, AUTHORITY shall deposit with AVEK an additional Seventy-Five Thousand Dollars within ten (10) business days of the execution of this First Amendment.

2. Section 4. Term of the Agreement is hereby amended as follows:

"a) The term of this AGREEMENT shall be for 24 months from the date of Amendment No. 1, unless extended with AVEK's consent."

3. Except as otherwise expressly amended herein, each and every term of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1, as of the date first written above.

ANTELOPE VALLEY-EAST KERN WATER
AGENCY

By: _____

Name: Matthew Knudson

Title: General Manager

INDIAN WELLS VALLEY GROUNDWATER
AUTHORITY

By: _____

Name: Phillip Peters

Title: Chairman

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY IMPORTED WATER PIPELINE PROJECT
REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("AGREEMENT"), made and entered into as of February 14, 2024 (the "Effective Date") by and between the ANTELOPE VALLEY-EAST KERN WATER AGENCY, established by Chapter 2146 of the 1959 Statutes of the State of California (hereinafter referred to as AVEK or AGENCY), and INDIAN WELLS VALLEY GROUNDWATER AUTHORITY, created July 15, 2016 pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code, sections 6500 (hereinafter referred to as AUTHORITY) a Joint Exercise of Powers Agreement. AVEK and AUTHORITY are referred to herein collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the AUTHORITY determined that it was necessary to comply with the Sustainable Groundwater Management Act (SGMA) which requires the Indian Wells Valley Groundwater Basin (Basin) to be sustainably managed by 2040; and

WHEREAS, the AUTHORITY is the Lead Agency for preparation of a draft Environmental Impact Report (EIR) for a proposed imported water pipeline and associated booster pump stations (Project) which is proposed to connect to AVEK's system to wheel approximately 6,431 acre-feet of water to the AUTHORITY by 2070; and

WHEREAS, the PROJECT is contingent upon AVEK wheeling AUTHORITY water supplies through AVEK infrastructure, which requires a preliminary Project Scoping Review to determine the feasibility of using AVEK infrastructure for wheeling said water supplies; and

WHEREAS, AVEK will conduct the Project Scoping Review conditioned upon this Reimbursement Agreement to reimburse AVEK for expenses, time, and materials incurred by the AVEK Board of Directors, administration, staff, consultants, lawyers, and other reasonably related professional or administrative services while undertaking the Project Scoping Review; and

WHEREAS, nothing herein shall be interpreted as a commitment by AVEK to execute a future water service wheeling, extension, and interconnection agreement, or otherwise be involved in the Project unless and until the AVEK Board of Directors has approved a resolution and executed such agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AUTHORITY and AVEK, intending to be legally bound, hereby agree as follows:

AGREEMENT

Section 1. Deposit.

- a) AUTHORITY shall deposit with AVEK an initial amount of \$75,000 (seventy-five thousand dollars) within ten (10) business days of the execution of this Agreement. AVEK shall use said funds to fully reimburse AVEK for costs incurred to conduct a Project Scoping Review and for all other matters related to review and discussion of the Project, including expenses, employee time, materials, general and accounting costs incurred by the AVEK Board of Directors, administration, staff, consultants, lawyers, and other reasonably related professional or administrative services.

- b) AUTHORITY shall advance additional deposits as required by AVEK to complete the Project Scoping Review and for all other matters related to review and discussion of the Project.
- c) AVEK has no obligation to continue with the Project Scoping Review or any other analysis or discussions regarding the Project unless and until all future deposits requested by AVEK are made.
- d) AVEK will promptly refund any unused funds to the AUTHORITY upon (1) completion of the Project Scoping Review, (2) written notice of discontinuation of the Project from the AUTHORITY, (3) written notice from the AUTHORITY of a Project change that no longer requires connection to AVEK infrastructure, or (4) mutual agreement on the Project's connection to AVEK infrastructure which requires no additional analysis, whichever comes last.
- e) AVEK will provide the AUTHORITY with a full accounting of costs incurred to be paid from funds deposited by the AUTHORITY.
- f) The deposit of such funds do not require AVEK to complete the Project Scoping Review within a given time period, complete the Project Scoping Review at all, require AVEK to make any determination supporting the Project, issue a positive and supporting Project Scoping Review of the Project feasibility for connection to AVEK infrastructure, or render AVEK liable for any refund of money if the Project Scoping Review determines that it is not feasible for AVEK to provide wheeling services for the Project.

Section 2. Remedy.

- a) All decisions of AVEK are in the sole, exclusive, and final discretion of AVEK. No action in law or equity shall be permitted to force AVEK to be subjected to any court, mediation, arbitration proceeding, or order because of this AGREEMENT, Project Scoping Review, or any other matter related thereto.
- b) AVEK agrees to enter mediation before a mutually agreed JAMS judge for Los Angeles County, California, sitting in Palmdale, California if the balance of any deposit is not refunded promptly, subject to Section 1.d of this AGREEMENT.
- c) AVEK and AUTHORITY may, but shall not be required, to enter into informal discussions by meet and confer to resolve any issues that may arise under this AGREEMENT.
- d) There are no remedies available to AUTHORITY for default by AVEK of this AGREEMENT.

Section 3. Termination. This AGREEMENT can be terminated at any time by the sole and exclusive discretion of AVEK.

Section 4. Term.

- a) The term of this AGREEMENT shall be for 12 months, unless extended with AVEK's consent.
- b) AVEK shall not be required to extend this AGREEMENT by any court, mediation, arbitration proceeding, or order.

Section 5. Documents.

- a) AVEK may retain all documents exchanged between the Parties and/or prepared by each Party in fulfillment of the intent of the AGREEMENT.
- b) AVEK is a public organization subject to full disclosure to their respective citizens, contracting parties, or general public pursuant to law, and thus may be required to disclose such documents.

Section 6. Opinion of Counsel. AUTHORITY shall provide AVEK with an opinion of AUTHORITY counsel confirming the legality of this AGREEMENT under the laws, rules, and regulations of AUTHORITY.

- Section 7. Board Resolution. The AUTHORITY's Board of Directors shall submit to AVEK a resolution authorizing the execution of this AGREEMENT.
- Section 8. Joint Representations and Warranties. Each Party to this AGREEMENT represents and warranties that each person executing this AGREEMENT and all documents submitted hereunder are pursuant to proper authorization.
- Section 9. Good Faith. Each Party shall operate in good faith.
- Section 10. Governing Law. This AGREEMENT and all rights and obligations created hereby, shall be determined and governed by the laws of the State of California.
- Section 11. Waiver. Waiver of any breach is not a waiver of all breaches.
- Section 12. Severability. The provisions of this AGREEMENT are not severable and all provisions shall be interpreted as being an enforceable part of the whole AGREEMENT.
- Section 13. Amendments. Amendments shall be by written mutual agreement of both Parties.
- Section 14. Integration. This AGREEMENT constitutes the entire agreement between the Parties respecting the subject matter hereof. The Recitals set forth above, and all exhibits attached hereto are hereby incorporated and made a part of this AGREEMENT as though fully set forth herein.
- Section 15. Indemnification. All AVEK directors, officers, managers, employees, agents, consultants, and counsel are indemnified from any liability under this AGREEMENT.
- Section 16. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies of this Agreement with signatures transmitted electronically (e.g., by facsimile or .pdf) will be deemed to be original signed versions of this AGREEMENT.
- Section 17. Successors. This AGREEMENT is binding upon and inure to the benefit of the Parties, their successors, and assigns.
- Section 18. Further Assurances. Each Party shall in good faith execute, acknowledge, and deliver all further assurances as are reasonably necessary to carry out the intent of this AGREEMENT.
- Section 19. Invalid or Unenforceable Provisions. Should any provision herein be deemed invalid or unenforceable, the Parties shall work in good faith to replace such provision or terminate the AGREEMENT by mutual consent.
- Section 20. Singular Includes Plural.
- Section 21. Notices. Unless otherwise required by law, all notices required to be given hereunder shall be in writing and shall be conveyed by (a) personal delivery (including by any messenger or courier service), (b) the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, or (c) electronic mail as follows:

AVEK: Antelope Valley-East Kern Water Agency
Attention: Matthew Knudson, General Manager
6500 West Avenue N
Palmdale, CA 93551

Email: mknudson@avek.org

AUTHORITY: Indian Wells Valley Groundwater Authority
Attention: Carol Thomas-Keefer, General Manager
100 W. California Ave.
Ridgecrest, CA 93555
Email: cthomaskeefer@rgs.ca.gov

IN WITNESS WHEREOF, the Parties have executed and entered into this AGREEMENT as of the Effective Date.

ANTELOPE VALLEY-EAST KERN
WATER AGENCY

INDIAN WELLS VALLEY
GROUNDWATER AUTHORITY

By: *Matt Knudson*
Matt Knudson (Mar 28, 2024 14:12 PDT)

By: *Phillip Peters*
Phillip Peters (Mar 28, 2024 13:18 PDT)

Name: Matt Knudson

Name: Phillip Peters

Title: General Manager

Title: Chairman

DRAFT - Agenda Item No. 9c - Attachment 2 of 2 - Agreement - PENDING PHILL REVIEW

Final Audit Report

2024-03-28

Created:	2024-03-28
By:	April Keigwin (akeigwin@rgs.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbf_V_0BE-wYB_FeakW999LaQe_kOnIH-

"DRAFT - Agenda Item No. 9c - Attachment 2 of 2 - Agreement - PENDING PHILL REVIEW" History

-  Document created by April Keigwin (akeigwin@rgs.ca.gov)
2024-03-28 - 3:36:32 PM GMT- IP address: 173.24.154.250
-  Document emailed to Phillip Peters (petersp@kerncounty.com) for signature
2024-03-28 - 3:36:37 PM GMT
-  Document emailed to Matt Knudsen (mknudson@avek.org) for signature
2024-03-28 - 3:36:37 PM GMT
-  Email viewed by Matt Knudsen (mknudson@avek.org)
2024-03-28 - 3:41:46 PM GMT- IP address: 64.31.106.210
-  Email viewed by Phillip Peters (petersp@kerncounty.com)
2024-03-28 - 8:18:00 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Phillip Peters (petersp@kerncounty.com)
Signature Date: 2024-03-28 - 8:18:44 PM GMT - Time Source: server- IP address: 97.78.224.183
-  Signer Matt Knudsen (mknudson@avek.org) entered name at signing as Matt Knudson
2024-03-28 - 9:12:20 PM GMT- IP address: 64.31.106.210
-  Document e-signed by Matt Knudson (mknudson@avek.org)
Signature Date: 2024-03-28 - 9:12:22 PM GMT - Time Source: server- IP address: 64.31.106.210
-  Agreement completed.
2024-03-28 - 9:12:22 PM GMT

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: March 12, 2025

FROM: IWVGA Water Resources Manager

SUBJECT: AGENDA ITEM 14 – WATER RESOURCES MANAGER’S REPORT

AGENDA ITEM 14a – GRANT FUNDING UPDATE

SGMA Implementation Round 1 Update

- o Covers July 2024 to September 2024
 - o Total requested payment: \$1,170,595.86
 - o Status: Received payment.
- Invoice #10
 - o Covers October 2024 to December 2024
 - o Total requested payment: \$504,898.51
 - o Status: Submitted to DWR, awaiting payment.

Urban Community Drought Relief Program Update

- The IWVGA has been awarded \$3,345,000 to consolidate shallow well system(s) into a public water system.
- Potential systems/wells for consolidation in areas near impacted shallow wells are being further investigated, preliminary feasibility study and cost estimates are currently being prepared.
 - o Rademacher consolidation project currently underway
 - o Reimbursement Agreement between IWVGA and IWVWD signed
 - o Phase 1 construction expected to begin in April 2025 and estimated to take about 4 weeks
 - o Phase 2 design currently underway
- Stark St consolidation feasibility study underway
- Invoice #3
 - o Covers July 2024 to September 2024
 - o Total requested payment: \$26,849.00
 - o Status: Received payment.
- Invoice #4
 - o Covers October 2024 to December 2024
 - o Total requested payment: \$23,757.75
 - o Status: Submitted to DWR, awaiting payment.

AGENDA ITEM 14b – GSP IMPLEMENTATION PROJECTS/MANAGEMENT ACTION

UPDATES

Imported Water Project

- Imported Water Pipeline Design Services
 - Coordination Meetings:
 - Bi-weekly meetings with BLM
 - Continuing ongoing coordination with State Water Resources Control Board Division of Drinking Water (DDW), Caltrans, United Pacific Rail Road (UPRR), California Department of Parks and Recreation (Cal Parks), and Southern California Edison (SCE)
 - Continued discussion with SCE design staff on design requirements for crossing underneath active SCE lines.
 - SCE determined that an additional source of power is needed for Pumpstation No. 2 and No. 3 (more information below)
 - UPRR continuing review of encroachment permit for crossing along alignment near Highway 395
 - Continuing to engage Cal Parks with review of 60% Design Plans and proposed permanent and temporary construction easements on Cal Parks land
 - Planning to meeting with Cal Trans in March to provide update on proposed plans along Hwy 395 and the Cal Trans easement near China Lake Blvd
 - SCE recently determined that an additional 4-mile power line is required to power Pump Stations No. 2 and No. 3.
 - The additional power line begins north of the town of Randsburg along Goler Road, then continue 4.3 miles north towards Garlock Road.
 - Coordinating with BLM and Environmental consultant whether the power lines will be above or below ground
 - Geotechnical Consultant (SEI, Inc.) will complete the remaining borings that are under the CDFW Lake and Streambed Alterations permit in March and is continuing work on the geotechnical reports for each of the main components of the conveyance system (pipeline, pump stations, tank, trenchless crossings).
 - Corrosion subconsultant completed a technical memorandum on corrosion design (a 30% design deliverable) for Staff review and is continuing to further the corrosion design for the 90% submittal based on the remaining geotechnical results
 - Continuing utility research and trenchless crossing identification
 - Bennett Trenchless Engineers' completion of the trenchless crossings Tech Memo is dependent on the remaining geotechnical field investigation that is scheduled to be completed in March and the resulting laboratory analyses.
 - P&P distributed the 60% Design level drawings for pumpstation piping design, grading plans, and regulating tank design and profiles to Project stakeholders
 - General Manager authorized additional modeling with AVEK on design considerations of upstream hydraulics and constraints for California City Feeder and North Feeder
 - Staff is coordinating an extension to the terms of the Reimbursement Agreement with AVEK and additional deposit to AVEK for approval at the March 2025 Board Meeting

- o At the February Board Meeting, an extension to the terms of the Contract Services Agreement with P&P was approved in order to continue Design work
- o Next Steps:
 - Finalize Tank TM after revised AVEK (Kennedy/Jenks) hydraulic modeling results are available (a 30% submittal deliverable).
 - Provide the System Hydraulics and Transient Mitigation Analysis TM
 - Provide the updated Preliminary Permitting Requirements TM per Staff comments
 - Provide Draft Corrosion Design TM
 - Provide Draft Trenchless crossing TM
 - Complete the remaining soil borings per the accepted CDFW LSA Permit
 - Next Milestones
 - Provide 90% Design Submittal in June 2025
 - Provide 100% Design by the end of December 2025
- Imported Water Pipeline Environmental Services
 - o Coordination Meetings
 - Weekly meetings with BLM
 - Completing plans required by the BLM Desert Renewable Energy Conservation Plan including a Raven Management Plan, Burrowing Owl Translocation Plan, Mojave Ground Squirrel Translocation Plan, and a Desert Tortoise Translocation Plan
 - Held a coordination meeting with BLM and Authority Staff regarding the need for an additional SCE power source for Pump Stations No. 2 and No. 3
 - o SCE recently proposed that an additional 4-mile power line is required to power Pump Stations No. 2 and No. 3.
 - The additional power line begins north of the town of Randsburg along Goler Road, then continue 4.3 miles north towards Garlock Road. The area will need to be included in the Project's Environmental Assessment /Environmental Impact Report for impacts to biological and cultural resources
 - Staff is coordinating Amendment No. 6 for the CSA with P&P for approval at the March 2025 Board Meeting in order to perform botanical surveys that must be completed in Spring 2025, or else delayed to Spring 2026.
 - P&P is developing an updated schedule based on additional coordination of this item with SCE
 - o Updating the Draft EA/ EIR joint document per BLM and Staff comments
 - o BLM reviewing Draft Biological Evaluation
 - o BLM reviewing Draft Biological Assessment
 - Coordinating with United States Fish and Wildlife Service, BLM, and GA/WRM Staff on requirements to obtain an Incidental Take Permit
 - o The Final Lake and Streambed Alteration Agreement with California Department of Fish and Wildlife (CDFW) was executed in January 2025
 - o Continuing Final Draft Cultural Report for Phase 2
 - o Continuing coordination with AVEK on Mojave Tank Farm Alignment
 - o Continuing to consider right-of-way alignment options with Kern County
 - o Air Quality, Greenhouse Gas, Energy, and Noise subconsultant continuing models and tasks

- At the February Board Meeting, an extension to the terms of the Contract Services Agreement with P&P was approved in order to continue Environmental work
- Next Steps:
 - Provide updated schedule
 - Provide draft EA for 45- day Public Comment Period
 - Next Milestones:
 - Finalize NEPA compliance for geotechnical borings and environmental surveys/ studies within BLM property
 - Complete all technical analyses/ Special Studies within BLM land, along Mojave Tank Farm Alignment, and additional SCE alignment
 - Complete biological monitoring of remaining soil borings
- Imported Water Pipeline Right-of-Way Services
 - Continuing Acquisition Services Task, Preliminary Title Report and Appraisal Report tasks
 - At the February Board Meeting, an extension to the terms of the Contract Services Agreement with Transystems/ OPC was approved in order to continue ROW work
 - Staff reviewing draft Right of Way Acquisition Plan
 - Next Milestone:
 - Provide a final Right of Way Acquisition Plan by late-2025
 - Complete plats and legal descriptions mid- 2025
 - Complete appraisals by end of 2025
- Submittals to DWR
 - Continuing monthly coordination meetings with DWR on IP Grant progress
 - At the February Board Meeting, the Board approved an amendment to the IP Grant Agreement for budget reallocation between existing scope and extension of deliverable due dates
 - DWR has reviewed and approved the proposed amendment
 - The amendment is pending final signature from DWR
- US Army Corps of Engineers Planning Assistance to States (PAS) Program
 - GA Staff is re-evaluating and prioritizing list of proposed tasks
 - Next Steps:
 - Provide updated proposed project list to USACE staff after prioritization
 - Execute an agreement with Army Corps
- Pipeline Construction
 - Passage of the Thomas R. Carper Water Resources Development Act of 2024 (WRDA-24) authorized \$50 million for the United States Army Corps of Engineers (USACE) to begin activities for water and water supply infrastructure in Kern County, California
 - The Committee Report accompanying WRDA-24 designates this authorization and the Indian Wells Valley Interconnection Pipeline project, also known as the Indian Wells Valley Replenishment Pipeline project
 - At the February Board Meeting, the Board approved a “Letter of Intent,” which requests USACE’s assistance in the construction of the Project and acknowledges the IWVGA’s responsibility for the 25% non-federal sponsor funding match for construction costs and assumption of ownership, and all

operations, and maintenance requirements of the Project after construction.

Shallow Well Mitigation Program

There are currently no active applications. There is an anticipated application from Mr. Matt Jackson at 4123 N. Bull Run Street, 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. Currently staff is awaiting a complete application from Mr. Jackson.

Periodic Evaluation

- Draft Periodic Evaluation published to GA website February 15, 2025.
 - Five sets of comments received

AGENDA ITEM 14c – MISCELLANEOUS ITEMS

Data Collection and Monitoring

- Received access permission to install transducers/data loggers in the Hospital well (26S/40E-28J01) and Navy well TTIWV-MW12 (25S/40E-14H)
 - New transducers/data loggers installed
- DMS updated with WellIntel data
- DWR field check performed week of January 27
 - State well numbers corrected and telemetry data uploaded to state database
- Spring 2025 water level monitoring event scheduled for week of March 3.

Subflow from Rose Valley to IWV

- Ongoing work with BLM regarding Cultural Survey and Permitting for second monitoring well
- BLM started SF-299 review (application submitted September 2023) for alternative monitoring well RVS-2 drilling and installation project. Stetson and Epsilon Systems staff worked with BLM staff, re-supplying documents and revising materials as requested
- BLM provided field authorization for cultural/archeological field survey
- 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
- Navy/Coso contract deadline is February 2025 for completing the RVS Monitoring Well project.
 - Contract amendment approved by the Board

ACTION(S) REQUIRED BY THE BOARD

There are no actions required by the Board.

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BUDGET TO ACTUAL REPORT- 2024 with February Accruals

ACTUALS BY REVENUE ALLOCATION												
			Restricted	Restricted	Restricted	Restricted	Restricted	Restricted	(A-B)		(B/A)	
			Extraction	Augmentation	Shallow Well Mitigation	Prop. 1; Prop.68 SDAC/ Misc Grant	SGMA IP Urban Comm.	Navy/COSO Fund	\$ Estimated	\$ REMAINING	% COMPLETED	
	ORIGINAL	BUDGET AMENDMENTS	TOTAL ADJUSTED BUDGET									
1	REVENUE											
2	Extraction Fee	1,263,960	-	1,263,960	922,017	-	-	-	922,017	341,943	73%	1
3	Transfer In/Loan from Augmentation Fund	701,000	-	701,000	-	-	-	-	-	701,000	0%	2
4	Transfer In/Loan from Grant Funds-Prop 1/Prop 68	-	-	-	-	-	-	-	-	-	0%	3
5	Augmentation Fee	2,478,810	-	2,478,810	-	2,402,531	-	-	2,402,531	76,279	97%	4
6	Transfer In/Loan Repayment from Extraction Fund	-	-	-	-	-	-	-	-	-	0%	5
7	Shallow Well Mitigation Fee	133,395	-	133,395	-	-	118,498	-	118,498	14,897	89%	6
8	Department of Water Resources (DWR) Grants-Prop 1/68	-	-	-	-	-	220,593	-	220,593	(220,593)	0%	7
9	Department of Water Resources (DWR) Grants -IP Grant	2,635,000	-	2,635,000	-	-	-	1,754,745	1,754,745	880,255	67%	8
10	Urban Community Drought Relief Grant Program	-	-	-	-	-	-	523,779	523,779	(523,779)	0%	9
11	Navy/COSO Royalty Fund	345,000	-	345,000	-	-	-	-	-	345,000	0%	10
12	Miscellaneous Revenue	-	-	-	8,473	-	-	-	8,473	(8,473)	0%	11
13											0%	12
14	TOTAL REVENUES	7,557,165	-	7,557,165	930,489	2,402,531	118,498	220,593	5,950,636	1,606,529	79%	13
15	EXPENSES											
16	Administration											
17	Administration (RGS)	340,000	-	340,000	125,414	125,414	-	-	250,828	89,172	74%	14
18	Office Rent (City of Ridgecrest)	3,600	-	3,600	1,500	1,500	-	-	3,000	600	83%	15
19	Office Supplies	1,000	-	1,000	46	46	-	-	93	907	9%	16
20	Postage and Delivery	360	-	360	40	40	-	-	80	280	22%	17
21	External Audit	37,000	-	37,000	9,250	9,250	-	-	18,500	18,500	50%	18
22	Council Chambers/IT Services (City of Ridgecrest)	8,500	-	8,500	-	-	-	-	-	8,500	0%	19
23	General Counsel (Aleshire & Wynder/City of Ridgecrest)	309,000	-	309,000	-	-	-	-	-	309,000	0%	20
24	Additional Legal Services (Aleshire & Wynder/City of Ridgecrest)	10,000	-	10,000	19,462	-	-	-	19,462	(9,462)	195%	21
25	Additional Legal Services-Imported Water Pipeline (Aleshire & Wynder)	-	-	-	-	-	-	-	-	-	0%	22
26	Insurance Premium	16,000	-	16,000	18,007	-	-	-	18,007	(2,007)	113%	23
27	Legal Notices (Daily Independent)	2,000	-	2,000	1,668	-	-	-	1,668	332	83%	24
28	Memberships (Cal. Assoc.Mutual Water Co)	100	-	100	100	-	-	-	100	-	100%	25
29	Printing and Reproduction	-	-	-	-	-	-	-	-	-	0%	26
30	Bank Service Charges	25	-	25	-	-	-	-	-	25	0%	27
31												28
32	Non-Departmental											
33	Other Legal Services (RWG Law)	400,000	-	400,000	-	504,937	-	-	504,937	(104,937)	126%	29
34	Lobbying Services (Capitol Core)	204,950	-	204,950	85,068	101,363	-	-	186,431	18,519	91%	30
35	Other Professional Services (Garrison Brothers)	-	-	-	-	-	-	-	-	-	0%	31
36	California State Lands Commission	140	-	140	150	-	-	-	150	(10)	107%	32
37	Miscellaneous- IWVWD Grant Repayment	-	-	-	30,746	-	-	-	30,746	(30,746)	0%	33
38	Repayment of City of Ridgecrest In-Kind Services	500,000	-	500,000	150,000	350,000	-	-	500,000	-	100%	34
39	Transfer Out/ Loan Repayment to Augmentation Fund	-	-	-	-	-	-	-	-	-	0%	35
40	Transfer Out/Loan to Extraction Fund	701,000	-	701,000	-	-	-	-	-	701,000	0%	36
41												37
42	Community Engagement											
43	Design Services	25,000	-	25,000	-	-	-	-	-	25,000	0%	38
44	Printing and Reproduction	10,000	-	10,000	-	-	-	-	-	10,000	0%	39
45	Website Services	15,000	-	15,000	113	-	-	-	113	14,888	1%	40
46	Website	315	-	315	312	-	-	-	312	3	99%	41

BUDGET TO ACTUAL REPORT- 2024 with February Accruals

ACTUALS BY REVENUE ALLOCATION														
				Restricted	Restricted	Restricted	Restricted	Restricted	Restricted		(A-B)	(B/A)		
				Extraction	Augmentation	Shallow Well Mitigation	Prop. 1; Prop.68 SDAC/ Misc Grant	SGMA IP Urban Comm.	Navy/COSO Fund	\$	\$	%		
										Estimated	REMAINING	COMPLETED		
47													47	
48	Shallow Well Mitigation Program												48	
49	Shallow Well Mitigation Emergency Assistance Program	50,000	-	50,000	-	-	73,497	-	-	-	73,497	(23,497)	147%	49
50	Shallow Well Mitigation Program: Outreach and Impacts Eval.(Stetson)	30,000	-	30,000	-	-	11,848	-	-	-	11,848	18,153	39%	50
51													51	
52	NAVY/COSO Program												52	
53	Navy/Coso Royalty Fund: Rose Valley MW Permitting, Bid, Drilling (Stetson)	45,000	-	45,000	-	-	-	-	-	1,959	1,959	43,041	4%	53
54	Navy/Coso Royalty Fund: Develop Projects & Secure Funding (Stetson)	25,000	-	25,000	2,403	-	-	-	-	-	2,403	22,597	10%	54
55	Navy/Coso Royalty Fund: Cooperative Agreement	10,000	-	10,000	-	-	-	-	-	3,263	3,263	6,737	33%	55
56	Rose Valley Construction	300,000	-	300,000	-	-	-	-	-	-	-	300,000	0%	56
57													57	
58	Basin Management Administration												58	
59	Production Reporting, Transient Pool, and Fee Support (Stetson)	25,000	-	25,000	6,587	-	-	-	-	-	6,587	18,413	26%	59
60	Meetings and Prep (Stetson)	160,000	-	160,000	58,799	58,799	-	-	-	-	117,599	42,401	73%	60
61	Budget Support (Stetson)	7,500	-	7,500	16,975	-	-	-	-	-	16,975	(9,475)	226%	61
62	Stakeholder Coordination (Stetson)	5,000	-	5,000	-	-	-	-	-	-	-	5,000	0%	62
63	Litigation Support (Stetson)	80,000	-	80,000	-	76,672	-	-	-	-	76,672	3,328	96%	63
64													64	
65	Basin Management												65	
66	General Engineering (Stetson)	50,000	-	50,000	43,889	-	-	-	-	-	43,889	6,111	88%	66
67	TSS: El Paso Well Drilling Support (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%	67
68	TSS: General Coordination/Application Support (Stetson)	15,000	-	15,000	-	-	-	-	-	-	-	15,000	0%	68
69	Coordination with DWR on GSP Review (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%	69
70	GSP 5-Year Update (Stetson)	200,000	-	200,000	296,687	-	-	-	-	-	296,687	(96,687)	148%	70
71	Annual Report Preparation (Stetson)	60,000	-	60,000	27,820	-	-	-	-	-	27,820	32,181	46%	71
72	Data Management System Support (Stetson)	30,000	-	30,000	32,310	-	-	-	-	-	32,310	(2,310)	108%	72
73	Allocation Plan: Allocation Process & Transient Pool Support (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%	73
74	Allocation Plan and Rules & Regs on Pumping/Restrictions (Stetson)	10,000	-	10,000	132	-	-	-	-	-	132	9,868	1%	74
75	Allocation Plan: Fallowing & Transient Pool Transfer Program (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%	75
76	Conservation Efforts (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%	76
77	General Project Management (Stetson)	40,000	-	40,000	32,414	-	-	-	-	-	32,414	7,587	81%	77
78	Model Transfer and Upgrade (Stetson)	220,000	-	220,000	209,744	-	-	-	-	-	209,744	10,256	95%	78
79	Data Collection, Monitoring, and Data Gaps (Stetson)	175,000	-	175,000	132,294	-	-	-	-	-	132,294	42,706	76%	79
80	Imported Water: Negotiations and Coordination(Stetson)	10,000	-	10,000	-	265	-	-	-	-	265	9,735	3%	80
81	Imported Water: Engineering and Analysis(Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%	81
82	Recycled Water (Stetson)	75,000	-	75,000	-	8,144	-	-	-	-	8,144	66,856	11%	82
83	Well Monitoring Services (WellIntel Inc.)	1,700	-	1,700	1,573	-	-	-	-	-	1,573	127	93%	83
84	LADWP Release Coordination and Meetings	-	-	-	-	31,968	-	-	-	-	31,968	(31,968)	0%	84
85	Shallow Well Mitigation Program: Plan Development (Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%	85
86	Brackish Water Group: Data Review and Coordination(Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%	86
87	Review of Outside Studies and Coordination (Stetson)	15,000	-	15,000	-	-	-	-	-	-	-	15,000	0%	87
88	Weather Station Maintenance(Stetson)	-	-	-	-	-	-	-	-	-	-	-	0%	88
89														89

BUDGET TO ACTUAL REPORT- 2024 with February Accruals

ACTUALS BY REVENUE ALLOCATION														
			Restricted	Restricted	Restricted	Restricted	Restricted	Restricted		(A-B)	(B/A)			
			Extraction	Augmentation	Shallow Well Mitigation	Prop. 1; Prop.68 SDAC/ Misc Grant	SGMA IP Urban Comm.	Navy/COSO Fund	\$ Estimated	\$ REMAINING	% COMPLETED			
	ORIGINAL	BUDGET AMENDMENTS	TOTAL ADJUSTED BUDGET											
90	Grant Management												90	
91	Prop 1 / Prop 68 Grant Administration (Stetson)	-	-	809	-	-	-	-	-	809	(809)	0%	91	
92	Resilience Grant (Stetson)	-	-	2,953	-	-	-	-	-	2,953	(2,953)	0%	92	
93	Prop 1 SDAC Support	-	-	-	-	-	-	-	-	-	-	0%	93	
94	Grant Review and Application Preparation (Stetson)	75,000	-	75,000	919	-	-	-	-	919	74,081	1%	94	
95	IP Grant Management												95	
96	IP Grant Administration (Stetson)	60,000	-	60,000	-	-	-	17,672	-	17,672	42,329	29%	96	
97	Imported Water :Planning/Design/Environmental (Stetson)	230,000	-	230,000	-	-	-	108,033	-	108,033	121,967	47%	97	
98	Imported Water: Engagement/Outreach (Stetson)	10,000	-	10,000	-	-	-	1,570	-	1,570	8,430	16%	98	
99	Planning/Design/Environmental (Provost & Pritchard)	-	-	-	-	-	-	-	-	-	-	0%	99	
100	CEQA/NEPA Documents and Permit Documentation	-	-	-	-	-	-	536,710	-	536,710	(536,710)	0%	100	
101	Imported Water Conveyance Design Services (Provost & Pritchard)	-	-	-	227,975	-	-	1,925,888	-	2,153,863	(2,153,863)	0%	101	
102	Engagement /Outreach-Other Professional Services (Provost & Pritchard)	2,000,000	-	2,000,000	-	-	-	-	-	-	2,000,000	0%	102	
103	Imported Pipeline Mojave Tank Farm Alternative (Provost & Pritchard)	-	-	-	-	-	-	199,093	-	199,093	(199,093)	0%	103	
104	IWVGA Imported Pipeline-Geotech Permit Fees	-	-	-	-	-	-	11,395	-	11,395	(11,395)	0%	104	
105	Planning/Design/Environmental-(Not Reimb by Grant)	-	-	-	-	-	-	-	-	-	-	0%	105	
106	Planning/Design/Environmental -Other	-	-	-	-	-	-	-	-	-	-	0%	106	
107	Imported Water Pipeline (Transystems)	100,000	-	100,000	-	-	-	895	-	895	99,105	1%	107	
108	Bureau of Land Management	100,000	-	100,000	-	-	-	50,000	-	50,000	50,000	50%	108	
109	City of California City	-	-	-	-	-	-	-	-	-	-	0%	109	
110	County of Kern -ROW Access	-	-	-	-	-	-	-	-	-	-	0%	110	
111	Union Pacific Railroad	-	-	-	-	-	-	-	-	-	-	0%	111	
112	SC Edison -Advance Payment	-	-	-	-	-	-	-	-	-	-	0%	112	
113	Calif. Dept of Parks & Rec	-	-	-	-	-	-	500	-	500	(500)	0%	113	
114	Antelope Valley East Kern	-	-	-	-	-	-	75,000	-	75,000	(75,000)	0%	114	
115	Urban Community Drought Relief Grant Program												115	
116	Urban Community Drought Relief Funding Administration	60,000	-	60,000	-	-	-	5,143	-	5,143	54,857	9%	116	
117	Shallow Well Consolidation Project (Stetson)	75,000	-	75,000	-	-	42,528	-	-	42,528	32,472	57%	117	
118	Radamacher Consolidation Project Design	-	-	-	-	-	-	13,482	-	13,482	(13,482)	0%	118	
119				-	-	-	-	-	-	-	-	0%	119	
120				-									120	
121	TOTAL EXPENSES	6,933,190	-	6,933,190	1,308,184	1,496,374	127,873	-	2,945,381	5,222	5,883,034	1,051,309	85%	121
122													122	
123	Surplus (Deficit)	623,975	-	623,975	(377,695)	906,158	(9,375)	220,593	(666,857)	(5,222)	67,603		123	

All revenue and expenses are for current fiscal year only; a separate year-end report is included with accrued revenue and expenses. Expenses listed do not include outstanding warrants/unpaid warrants.
Current allocations of expense to revenue types are based on original budget adoption assumptions. Grant revenue is presented in the cash balance report when received. Grant revenue is accounted for in the year it was earned.

CASH BALANCE

February 2024 Activity

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

IWVWD Augmentation/Extraction/SWM-Extraction-Dec	\$	99,095.55
IWVWD Augmentation/Extraction/SWM-Extraction-Jan		243,080.99
All Other Cash Receipts -FY 2024		1,019.66
All Other Cash Receipts -FY 2025		25,489.55
Total Cash Receipts	\$	<u>368,685.75</u>

Cash Disbursements (Obligation payments are detailed)

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

Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

January Cash Balance By Investment

Kern County Treasurer	\$	8,029,615.08
AltaOne Credit Union		-
Total End of Month Cash Balance	\$	<u>8,029,615.08</u>

February Activity

Cash Receipts	\$	368,685.75
Cash Disbursements		-
Kern County -Adj		-
Total End of Month Activity	\$	<u>368,685.75</u>

January Ending Cash Balance	\$	8,398,300.83
Less: Outstanding Warrants -November		(335,631.25)
Less: Outstanding Warrants -December		(262,392.86)
Less: Outstanding Warrants -January		(545,140.96)

Total Available Cash By Activity	\$	<u>7,255,135.76</u>
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February Cash Balance by Investment

Kern County Treasurer	\$	8,029,615.08
AltaOne - In Transit to Kern County		368,685.75
Total End of Month Balance	\$	8,398,300.83
Less: Outstanding Warrants		(1,143,165.07)
Total Available Cash by Investment	\$	<u>7,255,135.76</u>

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

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

From: Michael W. McKinney, Capitol Core Group

CC: Keith Lemieux, Counsel IWVGA
Phillip Hall, Counsel, IWVGA
Steve Johnson, Stetson Engineers
Jeff Simonetti, Capitol Core Group
Todd Tatum, Capitol Core Group

Date: March 12, 2025

Subject: February 2025 Project Update

The following will provide activities and updates for February 2025.

Task 1: Imported Water Supplies

For Task 1, Capitol Core staff continued to work with two potential water suppliers on providing imported water supplies.

Task 2: State Legislative Updates

February marked the final day (February 21) for bill introduction in California. Capitol Core has provided the attached initial overview of the bills that we are monitoring on behalf of the Groundwater Authority. Some of these bills remain as “spot bills” meaning that completed language for consideration remains pending. We will keep the Authority updated as these bills provide full introduced language. It also provides a summary overview of Governor Newsom’s proposal for the 2025 budget. We will also update the Authority with more details once his office releases their revised budget proposal in the spring.

Task 3: Federal Legislative Updates

The attached legislative report also provides an overview of the federal bills that we are monitoring. In addition, we are keeping an eye on the potential for a continuing resolution to keep the government funded for the remainder of the fiscal year and the potential impacts on the FY 26 budget should this occur.

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