

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, February 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
(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

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 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)

9. FINALIZATION OF SETTLEMENT WITH MOJAVE PISTACHIOS

10. BOARD REVIEW AND POTENTIAL ACTION ON PERIODIC EVALUATION

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

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

13. CONSOLIDATION GRANT FUNDING BUDGET

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

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

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

17. WATER RESOURCES MANAGER REPORT

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

18. GENERAL MANAGER'S REPORT

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

19. DATE OF NEXT MEETING – MARCH 12, 2025

20. ADJOURN

PUBLIC COMMENT NOTICE

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

- **Watch meetings on-line:**

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

- **Call in for public comments:**

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

- **Submit written comments:**

We encourage submittal of written comments supporting, opposing, or otherwise commenting on an agenda item, for distribution to the Board prior to the meeting. Send emails to akeigwin@rgs.ca.gov

IWVGA Board of Directors

Board Meeting of February 12, 2025

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, January 8, 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	Commander Corinne Sims, US Navy, DoD Liaison
John Vallejo, Inyo County	April Keigwin, Clerk of the Board
Emma Lynch, 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 10:02 a.m.

2. ADOPTION OF AGENDA:

Motion made by Chuck Griffin and seconded by John Vallejo 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 10:05 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: State Water Project; Under Negotiation: Price and terms of payment.

Closed Session adjourns at 10:27 p.m.

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

Meeting reconvenes into Open Session at 10:59 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 Don Decker.

7. BOARD MEMBER COMMENTS:

None.

8. CONSENT AGENDA:

a. Approve Minutes of Board Meeting December 11, 2024

b. Approve Expenditures

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

- i. \$130,199.61 – Stetson Engineers (to be provided)
- ii. \$22,691.15 – Regional Government Services – (Replenishment / Extraction)
- iii. \$16,225.00 – Capitol Core Group – (Replenishment)
- iv. \$111,212.99 – Provost & Pritchard – (SGMA IP Grant)

Motion made by Phillip Peters and seconded by Chuck Griffin to approve Minutes of Board Meeting October 9, 2025 and the following expenditures in the amount of, \$130,199.61 to Stetson Engineers, \$22,691.15 to Regional Government Services, \$16,225.00 to Capitol Core Group, and \$111,212.99 to Provost & Pritchard.

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. AGREEMENT WITH WULFF HANSEN FOR MUNICIPAL ADVISOR SERVICES RELATED TO POTENTIAL WATER PURCHASE AND INTERCONNECTION BONDING:

Counsel Hall presents staff report and agreement.

The Board hears public comment from Ron Kicinski.

Motion made by Phillip Peters and seconded by Chuck Griffin to approve agreement with Wulff Hansen.

Motion carries by the following roll call vote:

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

10. DISCUSSION ITEM REGARDING NEXT STEPS FOR WATER RESOURCES DEVELOPMENT ACT AUTHORIZATION:

Michael McKinney presents staff report.

The Board hears public comment from John Gorman and Renee Westa-Lusk,

Motion made by Phillip Peters and seconded by Chuck Griffin to authorize staff to prepare all necessary agreements between Kern County and IWVGA to assume the role of non-federal sponsor of the Authorization and prepare a Letter of Intent for Board approval.

Motion carries by the following roll call vote:

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

11. UPDATE ON RADEMACHER CONSOLIDATION:

Jeff Helsley presents staff report.

The Board hears public comment from Judie Decker, Caitlyn Sanchez,

12. BRIEF DISCUSSION ON SECOND TRANSIENT POOL ADOPTION TO BE BROUGHT FORWARD IN FEBRUARY:

Counsel Hall presents staff report.

The Board hears public comment from West Katzenstein.

13. WATER RESOURCES MANAGER REPORT:

Steve Johnson 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
 - iii. GSP Periodic Evaluation and Amendment
- c. Miscellaneous Items
 - i. Data Collection and Monitoring
 - ii. IWVGA Basin Model Configuration Management Plan
 - iii. Rose Valley Subflow Update

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

14. GENERAL MANAGER REPORT:

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

15. PUBLIC COMMENT ON CLOSED SESSION:

None.

Adjourn to closed session: 11:59 a.m.

16. CLOSED SESSION:

- 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
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- 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 JC

17. REPORT ON CLOSED SESSION:

Counsel Hall reports there was no action taken that would require disclosure under The Brown Act.

18. DATE OF NEXT MEETING – FEBRUARY 12, 2025

19. ADJOURN:

Chairman Peters adjourns the meeting at 1:32 p.m. on January 10, 2025.

Respectfully submitted,

April Keigwin
Clerk of the Board
Indian Wells Valley Groundwater Authority

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MODIFICATION P00002

United States Navy
750 Pacific Highway
NAVFAC Southwest
San Diego, CA 92132-5190

Cooperative Agreement No: N62473-23-2-0001
Modification No. P00002
Effective Date: Upon Signature of Grants Officer

AWARDEE: Indian Wells Valley Groundwater Authority (IWVGA)
Attn: April Keigwin
100 W California Avenue
Ridgecrest, California 93555
CAGE: 9AAN8 UEI: C1H6EF2KGNB8

AUTHORITY: 16 USC §670c-1

COOPERATIVE AGREEMENT MODIFICATION

Specific portions of the Cooperative Agreement are hereby amended as follows, and all other portions remain in full force and effect:

1. The purpose of this modification is to extend the period of performance to a completion date of 31 August 2026.
2. Total funding remains unchanged at \$300,000.00.
3. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, and intending to be legally bound hereby the parties to the Cooperative Agreement, by their authorized representatives, hereby cause this Agreement modification to be executed.

Signature of representative for Indian Wells Valley Groundwater Authority:

Carol Thomas-Keefer
IWVGA General Manager

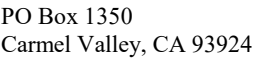
DATE

For the United States of America: Signature of Awarding Grants Officer:

Kevin Magennis
Grants Officer, Naval Facilities Engineering Systems Command, Southwest

DATE

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Invoice

Date	Invoice #
12/31/2024	18021

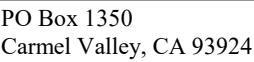
Bill To:

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

P.O. No.	Due Date	Inv Sent
	2/14/2025	1/27/2025

Date	Description	Amount
12/31/2024	Reimbursable Expenses for City of Ridgecrest Monthly Rent & Keigwin (\$300+\$32) - please see attached	332.00
Total		\$332.00

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Date	Invoice #
12/31/2024	17907

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

Date	Description	Amount
12/31/2024	Contract Services for December - please see attached	20,431.07
Total		\$20,431.07

Indian Wells Valley

Month: **December, 2024**

Hours and Rates by Pay Period					
Advisor	1st -15th		16th - EOM		Monthly
	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CT	17.50	\$ 140.70	9.50	\$ 140.70	\$ 3,798.90
AK	57.00	\$ 110.25	57.70	\$ 110.25	\$ 12,645.67
GL	0.00	\$ -	0.00	\$ -	\$ -
HI	0.00	\$ -	0.00	\$ -	\$ -
DN	0.00	\$ -	0.00	\$ -	\$ -
GS	15.50	\$ 137.00	13.00	\$ 137.00	\$ 3,904.50
RM	0.50	\$ 164.00	0.00	\$ -	\$ 82.00
Totals	90.50		80.20		\$ 20,431.07

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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 2025-010**DATE** 02/03/2025 **TERMS** Net 45**DUE DATE** 03/20/2025**VENDOR ID**

195953

INVOICE PERIOD

January 2025

DATE	ACCOUNT SUMMARY	AMOUNT
01/06/2025	Balance Forward	16,225.00
	Other payments and credits after 01/06/2025 through 02/02/2025	0.00
02/03/2025	Other invoices from this date	0.00
	New charges (details below)	15,643.75
	Total Amount Due	31,868.75

ACTIVITY	HOURS	RATE	AMOUNT
Charges			
Project 1: Imported Water Supplies			
P1-A: Water Sales Negotiations			
Government Relations: Intergovernmental Affairs	2	275.00	550.00
P1-A: Internal discussion regarding Board Direction and LOI/Term Sheet Review {McKinney}			
Government Relations: Intergovernmental Affairs	5.50	275.00	1,512.50
P1-A: Ongoing negotiation of water sales, LOI development, term sheet negotiation, internal meeting (legal), client meetings {Tatum}			
Government Relations: Intergovernmental Affairs	4	250.00	1,000.00
P1-A: Negotiations and Preparation RRG Sales {Simonetti}			
P1-B: Regulatory Approvals			
P1-C: Other Required Agreements			
P1-D: 2025 Water Market			
Government Relations: Intergovernmental Affairs	2.50	275.00	687.50
P1-D: 2025 Water Sales Calls {Tatum}			
Government Relations: Intergovernmental Affairs	3	250.00	750.00
P1-D: 2025 Water Calls and Internal Meetings {Simonetti}			
Invoice Total Project 1: \$4,500.00 (17 hours)			
Project 2: Water Replenishment Pipeline			
P2-A: 119th Congressional Actions			

ACTIVITY	HOURS	RATE	AMOUNT
P2-B: Environmental Mitigation Credits			
P2-C: Regulatory Support			
P2-D: USACE Transition			
Government Relations:Federal P2-D: LOI Development, Internal Staff Meetings and Next Steps {McKinney}	3.75	275.00	1,031.25
Government Relations:Federal P2-D: Internal Call re: LOI Development {Tatum}	4	275.00	1,100.00
Government Relations:Federal P2-D: LOI Review and Section Development {Simonetti}	1.50	250.00	375.00
Invoice Total Project 2: \$2,506.25 (9.25 hours)			
Project 3: Other Projects Supporting the GSP			
P3-A: Well Mitigation and Systems Consolidation			
P3-B: Land Repurposing			
P3-C: Water Recycling			
P3-D: Groundwater Adjudication Legislation			
Government Relations:California P3-D: Direct Advocacy -- California State Senate, California State Assembly, Executive Branch {McKinney}	5	275.00	1,375.00
Government Relations:California P3-D: Coalition Building and internal strategy {McKinney}	4	275.00	1,100.00
Government Relations:California P3-D: Direct Advocacy Legislative Proposal {Simonetti}	10.25	250.00	2,562.50
P3-E: Governmental Affairs (General)			
P3-F: State Water Strategy/Policy			
Invoice Total Project 3:\$5,037.50 (19.25 hours)			
Project Administration			
PA-A: Monthly Board Meetings (Reports, Presentations, Staff Calls)			
General Business Items:Project Administration PA-A: January Board Meeting, Final Report Preparation {McKinney}	2.50	275.00	687.50
General Business Items:Project Administration PA-A: February Board Meetings, internal staff calls {Tatum}	3.50	275.00	962.50
General Business Items:Project Administration PA-A: Monthly Board Meeting Preparation, January Meeting {Simonetti}	4.50	250.00	1,125.00
PA-B: Milestone Reports (Annual Reports, Major Required Internal Reports)			
PA-C: Ad Hoc Reporting: Requested Staff Reports and Research Items (non-reportable)			
General Business Items:Project Administration PA-C: Communications and Engagement Team Meetings {McKinney}	3	275.00	825.00
Invoice Total Project Administration: \$3,600.00 (13.5 hours)			

Regulatory Reporting Notes:			
Invoice Total State of California: \$5,037.50			
Invoice Total Federal: 2,506.25			

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

SUBTOTAL	15,643.75
TAX	0.00
TOTAL	15,643.75
TOTAL OF NEW CHARGES	15,643.75
TOTAL DUE	\$31,868.75

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PROVOST & PRITCHARD CONSULTING GROUP

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

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

January 22, 2025
Project: No: 04101-23-002
Invoice No: 116776

Project Name: IWVGA Imported Water Conveyance Design Services

Client Project #:

Professional Services from December 01, 2024 to December 31, 2024

Phase: 121P Coordination Meetings

Labor

	Hours	Rate	Amount	
Senior Engineer	11.40	195.00	2,223.00	
Principal Engineer	1.00	227.00	227.00	
Totals	12.40		2,450.00	
Total Labor				2,450.00
			Total this Phase:	\$2,450.00

Phase: 131P P&P General Project Management

Labor

	Hours	Rate	Amount	
Senior Engineer	26.40	195.00	5,148.00	
Principal Engineer	7.20	248.00	1,785.60	
Project Administrator	4.70	101.00	474.70	
Totals	38.30		7,408.30	
Total Labor				7,408.30
			Total this Phase:	\$7,408.30

Phase: 132S Stantec General Project Management

Consultants

Consultants			1,467.40	
Total Consultants			1,467.40	1,467.40
			Total this Phase:	\$1,467.40

Phase: 211S Coordination Edison MOS Application

Consultants

Consultants			1,035.00	
Total Consultants			1,035.00	1,035.00
			Total this Phase:	\$1,035.00

Phase: 231P Surveying

Labor

	Hours	Rate	Amount
Travel Time	2.00	80.00	160.00

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

Project	04101-23-002	IWVGA Imported Water Conveyance Design			Invoice	116776
1-Man Survey Crew		7.50	200.00	1,500.00		
Assistant Technician		4.00	91.00	364.00		
Licensed Surveyor		4.50	180.00	810.00		
Totals		18.00		2,834.00		
Total Labor						2,834.00
Reimbursable Expenses						
Travel & Mileage				580.65		
Total Reimbursables				580.65		580.65
Total this Phase:						\$3,414.65
Phase:	252G	Soils Engineering Geotechnical Services				
Consultants						
Consultants				4,227.52		
Total Consultants				4,227.52		4,227.52
Total this Phase:						\$4,227.52
Phase:	271P	BLM Special Use Permit				
Labor						
		Hours	Rate	Amount		
Senior Engineer		.50	178.00	89.00		
Senior Engineer		2.50	195.00	487.50		
Associate Engineer		1.00	140.00	140.00		
Assistant Engineer		2.70	133.00	359.10		
Intern		2.00	65.00	130.00		
Totals		8.70		1,205.60		
Total Labor						1,205.60
Total this Phase:						\$1,205.60
Phase:	273P	City of California City Permit				
Labor						
		Hours	Rate	Amount		
Senior Engineer		3.00	178.00	534.00		
Totals		3.00		534.00		
Total Labor						534.00
Total this Phase:						\$534.00
Phase:	275P	SCE Encroachment Permit (Transmission Line Under Crossing)				
Labor						
		Hours	Rate	Amount		
Senior Engineer		5.00	178.00	890.00		
Senior Engineer		2.30	195.00	448.50		
Senior Biologist		.90	137.00	123.30		
Totals		8.20		1,461.80		
Total Labor						1,461.80
Total this Phase:						\$1,461.80
Phase:	31T6	Electrical System Requirements TM				

Project	04101-23-002	IWVGA Imported Water Conveyance Design	Invoice	116776
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Labor

	Hours	Rate	Amount	
Senior Engineer	.50	186.00	93.00	
Totals	.50		93.00	
Total Labor				93.00
			Total this Phase:	\$93.00

Phase: 323S Stantec 60% Pumping Facility Design and Specs

Consultants

Consultants			15,157.00	
Total Consultants			15,157.00	15,157.00
			Total this Phase:	\$15,157.00

Phase: 327P Project Description for CEQA/NEPA Process

Labor

	Hours	Rate	Amount	
Senior Specialist	11.70	165.00	1,930.50	
Associate Biologist	1.00	123.00	123.00	
Totals	12.70		2,053.50	
Total Labor				2,053.50
			Total this Phase:	\$2,053.50

Phase: 331P P&P 90% Submittal

Labor

	Hours	Rate	Amount	
Senior Engineer	.26	186.00	48.36	
Senior Engineer	36.80	178.00	6,550.40	
Senior Engineer	1.00	164.00	164.00	
Senior Engineer	45.10	195.00	8,794.50	
Associate Engineer	1.00	140.00	140.00	
Assistant Engineer	76.40	126.00	9,626.40	
Principal Engineer	5.40	207.00	1,117.80	
Principal Engineer	3.50	227.00	794.50	
Principal Engineer	3.60	248.00	892.80	
Project Administrator	1.30	94.00	122.20	
Associate Technician	1.00	125.00	125.00	
Principal Const. Manager	5.00	215.00	1,075.00	
Totals	180.36		29,450.96	
Total Labor				29,450.96
			Total this Phase:	\$29,450.96

Phase: 332D P&P Drafting 90% Submittal

Labor

	Hours	Rate	Amount	
Assistant Engineer	5.50	105.00	577.50	
Assistant Engineer	51.80	126.00	6,526.80	
Principal Engineer	11.00	207.00	2,277.00	
Senior Technician	57.35	150.00	8,602.50	
Associate Technician	36.40	125.00	4,550.00	

Project	04101-23-002	IWVGA Imported Water Conveyance Design			Invoice	116776
Assistant Engineer		13.30	133.00		1,768.90	
Totals		175.35			24,302.70	
Total Labor						24,302.70
Total this Phase:						\$24,302.70
Phase:	421P	P&P Water Quality Bench Testing				
Labor						
		Hours	Rate	Amount		
Senior Engineer		2.00	164.00	328.00		
Totals		2.00		328.00		
Total Labor						328.00
Total this Phase:						\$328.00
Billing Limits		Current	Prior	To-Date		
Total Billings		94,589.43	3,932,622.93	4,027,212.36		
Budget				4,692,613.03		
Budget Remaining				665,400.67		
Total this Invoice						<u>\$94,589.43</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

January 22, 2025
Project: No: 04101-23-001
Invoice No: 116734

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

Client Project #:

For the month of December 2024, Provost & Pritchard performed the following services for the IWVGA Imported Water Pipeline Project:

Phase TSK1 Initial Coordination: Continued coordination efforts and meetings with applicant, BLM, USFWS regarding status and next steps for project. Email correspondence. Project administration and billings. Upload documents and reports to SharePoint site for group review. Prepare, review and submit task order for extensive revegetation plan. Prepare billings and update budget tracker with time spent on project tasks.

Phase TSK7: Geotechnical Boring Monitoring: Continued coordination efforts for technical monitoring for biological and cultural resources during drilling activities.

Professional Services from December 01, 2024 to December 31, 2024

Phase: TSK1 Initial Coordination (Kick Off Meetings)

Labor

	Hours	Rate	Amount	
Senior Engineer	2.80	210.00	588.00	
Senior Biologist	.60	150.00	90.00	
Associate Biologist	13.60	143.00	1,944.80	
Project Administrator	1.40	100.00	140.00	
Assistant Engineer	3.30	143.00	471.90	
Senior Project Administrator	9.30	122.00	1,134.60	
Totals	31.00		4,369.30	
Total Labor				4,369.30
Total this Phase:				\$4,369.30

Phase: TSK7 Geotechnical Borings - Monitoring Svcs

Labor

	Hours	Rate	Amount	
Senior Biologist	3.60	150.00	540.00	
Associate Biologist	1.90	143.00	271.70	
Senior Specialist	.20	157.00	31.40	
Totals	5.70		843.10	
Total Labor				843.10
Total this Phase:				\$843.10
Total this Invoice				<u>\$5,212.40</u>

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

January 22, 2025
Project: No: 04101-24-002
Invoice No: 116736

Project Name: IWVGA Imported Pipeline Mojave Tank Farm Alternative

Client Project #:

For the month of December 2024, 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 December 01, 2024 to December 31, 2024

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

Labor

	Hours	Rate	Amount	
Administrative Assistant	.50	81.00	40.50	
Principal Planner	6.60	198.00	1,306.80	
Senior Project Administrator	7.50	122.00	915.00	
Totals	14.60		2,262.30	
Total Labor				2,262.30

Reimbursable Expenses

Color Copies			38.27	
Total Reimbursables			38.27	38.27

Total this Phase: \$2,300.57

Phase: TSK2 IWVGA Mojave Tank Farm Analysis Technical Studies

Labor

	Hours	Rate	Amount	
Senior Engineer	2.70	210.00	567.00	
Associate Specialist	3.40	127.00	431.80	
Associate Biologist	10.80	143.00	1,544.40	
Assistant Engineer	3.30	143.00	471.90	
Totals	20.20		3,015.10	
Total Labor				3,015.10

Consultants

Consultants			52,100.85	
Total Consultants			52,100.85	52,100.85

Total this Phase: \$55,115.95

Phase: TSK3 IWVGA Mojave Tank Farm Analysis CEQA_NEPA Compliance

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

Project	04101-24-002	IWVGA Imported Pipeline Mojave Tank Farm	Invoice	116736
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Labor

	Hours	Rate	Amount	
Associate Planner	4.50	131.00	589.50	
Assistant Planner	.60	110.00	66.00	
Totals	5.10		655.50	
Total Labor				655.50
		Total this Phase:		\$655.50
		Total this Invoice		<u>\$58,072.02</u>

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Invoice

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

TranSystems Corporation

www.transystems.com

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

Client:

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

Reference:

Invoice Date: 12/31/2024
Project No: P601230025
Invoice No: INV-0004722330

Project Name: IWV-Imported Water Pipeline

For professional services rendered through December 27, 2024 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
Labor				
Project Consultant 3	Donald M. Anderson	150.00	1.00	\$150.00
R/W Specialist IV	Linwood A. Carleton	200.00	22.00	\$4,400.00
Total Labor			23.00	\$4,550.00
Invoice Total				\$4,550.00

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

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Chicago, IL 60694-1368

TranSystems Corporation

www.transystems.com

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

Client:

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

Reference:

Invoice Date: 11/30/2024
Project No: P601230025
Invoice No: INV-0004690313

Project Name: IWV-Imported Water Pipeline

For professional services rendered through November 30, 2024 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	1.00	\$200.00
Total Labor			2.30	\$395.00
Invoice Total				\$395.00

TranSystems Corporation

Donald M. Anderson, **SRWA**
Senior 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

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P.O. Box 71368
Chicago, IL 60694-1368

TranSystems Corporation

www.transystems.com

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

Client:

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

Reference:

Invoice Date: 10/31/2024
Project No: P601230025
Invoice No: INV-0004670534

Project Name: IWV-Imported Water Pipeline

For professional services rendered through October 31, 2024 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
Labor				
Project Consultant 3	Christon Cano	150.00	46.50	\$6,975.00
R/W Specialist III	William J. Kinnett	150.00	2.00	\$300.00
R/W Specialist IV	Linwood A. Carleton	200.00	23.50	\$4,700.00
Total Labor			72.00	\$11,975.00
Invoice Total				\$11,975.00

TranSystems Corporation

Donald M. Anderson, **SR/WA**
Senior 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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Westbound Communications, Inc.
3649 Mission Inn Ave., First Floor Rotunda
Riverside, CA 92501 US
951-462-1106
tmoran@westboundcommunications.com
www.westboundcommunications.com



BILL TO

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

INVOICE 5662

DATE 01/31/2025 **TERMS** Net 30

DUE DATE 03/02/2025

P.O. NUMBER

Oct-Dec 2024

DESCRIPTION	QTY	RATE	AMOUNT
Professional fees for public relations counsel and services in support of Indian Wells Valley Groundwater Authority interconnection pipeline for the period from October through December 31, 2024. Deliverables included research and development of comprehensive FAQs for the GA, pipeline and related litigation, as well as initial scoping meetings and scope of work plans		14,000.00	14,000.00
			Subtotal: 14,000.00
There were no reimbursable expenses for the billing period.			

TOTAL DUE **\$14,000.00**

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

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: February 12, 2025

FROM: IWVGA Staff

**SUBJECT: AGENDA ITEM 10: WRDA-24 LETTER OF INTENT TO THE ARMY
CORPS OF ENGINEERS**

BACKGROUND AND DISCUSSION

As reported at the January 8, 2025 IWVGA Board Meeting, the 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 under the Environmental Infrastructure provision (Section 219, Water Resources Development Act of 1992) 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 (Project). WRDA-24 designated Kern County as the non-federal sponsor of the Project. An agreement is being drafted to designate IWVGA as Kern County's "authorized agent" for the Project with financial responsibility for the 25% non-federal share of the Project construction costs.

The Project's transition to USACE will be initiated through the attached "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. The Letter of Intent also describes the Project, the status of the development of the Project, and provides the status of the agreement between Kern County and IWVGA that designates IWVGA as Kern County's authorized agent.

USACE's acceptance of the Letter of Intent triggers the contract process to create an agreement between IWVGA, as Kern County's agent for the Project, and USACE for construction of the Project.

ACTION(S) REQUIRED BY THE BOARD

Staff recommends the Board approve the Letter of Intent requesting USACE's assistance in the construction of the Indian Wells Valley Replenishment Pipeline and acknowledging the IWVGA's responsibility for the 25% non-federal sponsor funding match for construction costs.

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Colonel Andrew Baker
Commanding Officer, Los Angeles District
United States Army Corps of Engineers
915 Wilshire Blvd.
Los Angeles, California 90017

RE: Letter of Intent – Indian Wells Valley Water Replenishment Pipeline
Environmental Infrastructure

Dear Col. Baker:

In accordance with Section 219 of the Water Resources Development Act of 1992, as amended, the Indian Wells Valley Groundwater Authority (IWVGA) is requesting the United States Army Corps of Engineers' (USACE) assistance in the construction of water supply infrastructure in Kern County, California.

Section 4367, Item 411 of the Thomas R. Carper Water Resources Development Act of 2024, Public Law 118-272, authorized water and water supply infrastructure under Environmental Infrastructure assistance in Kern County, California, which prompted this Letter of Intent.

The water supply infrastructure, known as the Indian Wells Valley Water Replenishment Pipeline, is an approximately 50-mile 18" to 24" diameter water pipeline to interconnect the currently isolated Indian Wells Valley Groundwater Basin (Basin) to the State of California Water Project. The Project plans to bring up to 6,431 acre-feet per year of imported water into the Basin by 2070, thus reducing groundwater pumping. The project is more fully described below. The goal of the Project is to reduce groundwater production in the Basin to sustainable levels, preserve the community's character, preserve the quality of life of those residing in the Basin, and sustain the mission of the U.S. Naval Air Weapons Station China Lake ("NAWSCL").

Description of the Groundwater Basin

The Indian Wells Valley includes portions of Kern, Inyo, and San Bernardino counties. It is home to approximately 38,000 people and includes the City of Ridgecrest and the U.S. Naval Air Weapons Station China Lake (NAWSCL), a critical weapons and low-flight operation installation. The Basin's water uses include domestic, industrial, agricultural, and military.

Need for the Project:

The Indian Wells Valley relies solely on groundwater supplies. Users within the basin have historically overdrafted these supplies by 25,000 acre-feet per year, exceeding the annual natural recharge. This overdraft has persisted for decades. The State of California has designated the Indian Wells Valley Groundwater Basin as "Critically Overdrafted." Under the State's Sustainable Groundwater Management Act (SGMA), the basin must achieve sustainability by 2040. The IWVGA was established as a result of the

Sustainable Groundwater Management Act to develop and implement a Groundwater Sustainability Plan (GSP). The IWVGA is a political subdivision of the State of California, formed as a joint-powers authority consisting of representatives from Kern, Inyo, and San Bernardino counties, as well as the City of Ridgecrest and the Indian Wells Valley Water District. The IWVGA also includes two ex-officio (non-voting) members on its Board of Directors, including the United States Navy and the Bureau of Land Management.

Groundwater modeling, conducted at the request of the United States Navy by the Desert Research Institute (DRI), shows one in ten wells within the Indian Wells Valley will fail by 2030 without the measures that the Groundwater Sustainability Plan intends to implement. That number will increase to one in three wells by 2040 should no further action take place. Well failures within the Basin are already occurring. Increases in naturally occurring contaminants have also been detected. IWVGA is mitigating well failures and facilitating consolidation to the Water District where possible. Water scarcity has been identified as an encroachment issue that affects the mission status of NAWSCL. Over 80% of the military, personnel, contractors, and their dependents reside off-installation and rely on the civilian authority to provide water. Another large segment of the population is comprised of retired military personnel and contractors. Most of the small communities are located in the unincorporated areas of the Basin and are designated as disadvantaged. The Water Replenishment Pipeline provides a cost-efficient means to provide water resiliency to the Basin. The USACE assistance is a welcome component in providing that resiliency, and IWVGA looks forward to working with the Los Angeles District to accomplish this water supply infrastructure project.

The GSP identifies six groundwater sustainability measures to bring the basin back into sustainability and achieve its goals. The primary measure is the construction of the Water Replenishment Pipeline, which is designed to bring a minimum of 3,000 acre-feet per year of imported water supplies to the Indian Wells Valley. The interconnection point to the California State Water Project is the Antelope Valley - East Kern Water Agency ("AVEK"), a State water contractor. The State-approved GSP is available as background or additional information as necessary for the project's implementation.

Non-Federal Sponsor and Cost-Requirement Responsibilities:

IWVGA is aware of and acknowledges the following cost-sharing requirements for projects under this authority.

- IWVGA requests recognition by USACE as the Project's non-federal sponsor. The County of Kern, California, has designated any authority or cost responsibilities to IWVGA. Attached is a draft agreement between the County of Kern and the IWVGA setting forth this agreement.
- During the project's implementation and per Environmental Infrastructure assistance requirements, IWVGA, as the non-federal sponsor, will be responsible for 25% of the total construction costs.
- Upon completion of the project's implementation, IWVGA will assume all ownership, operations, and maintenance requirements.

Project Description:

The IWVGA's Water Replenishment Pipeline project includes an 18 to 24-inch diameter, 50.3-mile pipeline for imported water, starting at the Antelope Valley – East Kern Water Agency's (AVEK) California City Feeder pipeline in California City. The pipeline generally runs northeast to the Indian Wells Valley Water District's (IWWVD) Ridgecrest Heights Tank, located southeast of Ridgecrest, California, in Kern County. Three booster pump stations are required to transport the water over the El Paso Mountains situated between California City and Ridgecrest. The pipeline will end at a new welded steel terminus tank at IWWVD's Ridgecrest Heights tank facility. Approximately 20.6 miles of the pipeline cross land managed by the United States Bureau of Land Management (BLM).

Final engineering, design, right-of-way permitting, and environmental compliance are estimated to be completed by the first quarter of 2026.

The following attachments are included with this letter of intent.

- Attachment #1 – Project Map: Showing the proposed facilities and relevant boundaries and landmarks
- Attachment #2 – A link to the Preliminary Design Report
- Attachment #3 – Status of Project Planning, Permitting and Environmental Compliance
- Attachment #4 – Preliminary Cost Estimate provided by the non-federal sponsor
- Attachment #5 – Demonstration of Funding Commitment
- Attachment #6 – Ancillary Agreements between Kern County, California and IWVGA
- Attachment #7 – Reimbursement Agreement between AVEK and IWVGA

IWVGA looks forward to working with the USACE to achieve water resiliency in this critically overdrafted groundwater basin. I invite you and the Los Angeles District staff members to the Indian Wells Valley to discuss additional aspects of this project.

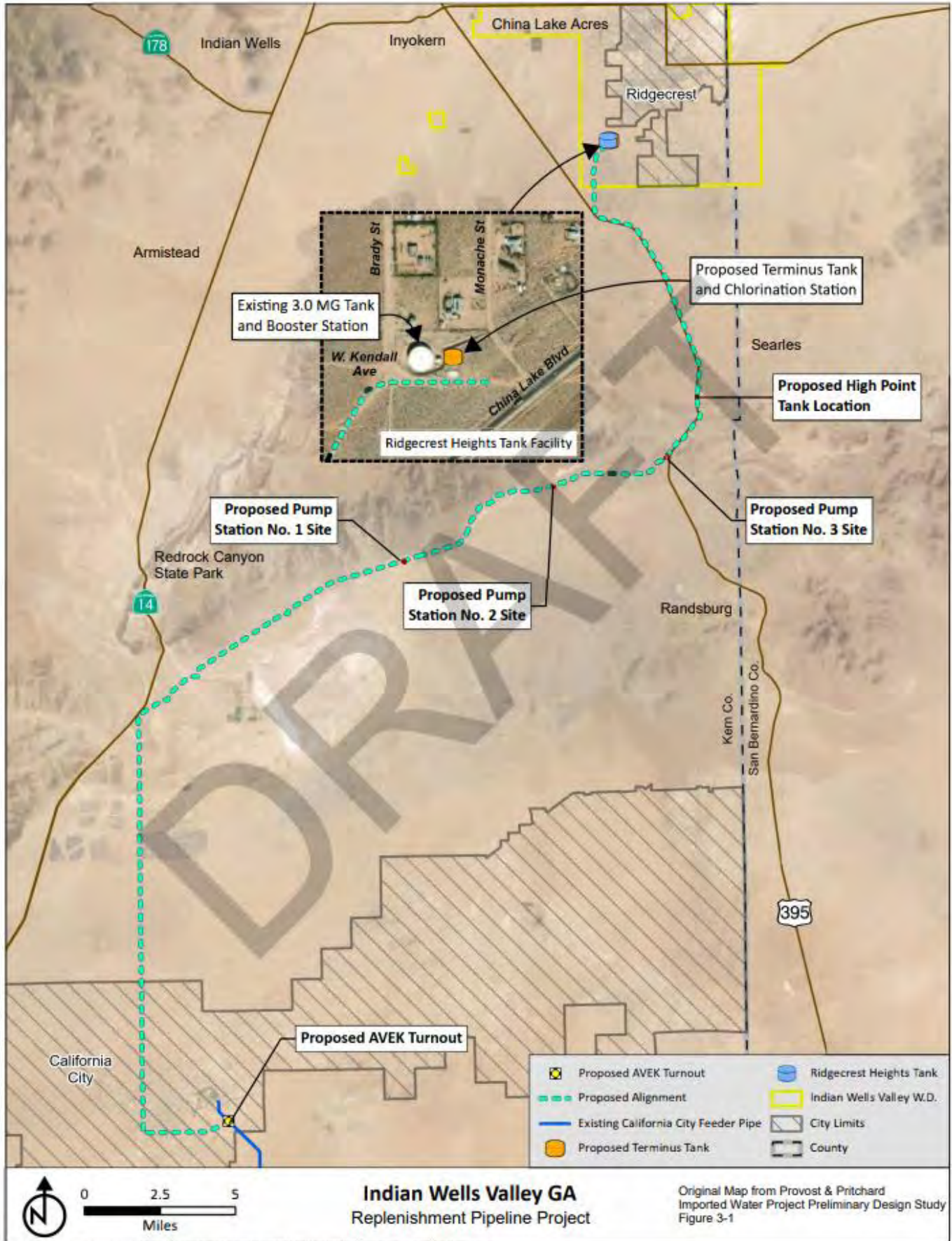
IWVGA is aware that this letter serves as an expression of intent and not a contractual obligation, and either party may discontinue the project at any stage before construction.

Should you have any questions, please contact me at 650-587-7300 ext. 17 or cthomaskeefer@rgs.ca.gov.

Very respectfully,

Carol Thomas-Keefer
General Manager
Indian Wells Valley Groundwater Authority

ATTACHMENT #1
PROJECT MAP



ATTACHMENT #2
PRELIMINARY DESIGN REPORT

PLEASE VISIT THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY WEBSITE AT
IWVGA.ORG/REPORTS OR
<https://drive.google.com/drive/folders/1MFf1RBAe02dzu1bkPP4Y5GjtJzMt6-E>
TO VIEW OR DOWNLOAD THE REPLENISHMENT PIPELINE'S PRELIMINARY DESIGN REPORT TITLED
"IMPORTED WATER PIPELINE PRELIMINARY DESIGN REPORT"

ATTACHMENT #3
STATUS OF PROJECT PLANNING, PERMITTING, AND ENVIRONMENTAL COMPLIANCE

In General:

A combination of local and state funding are being used for design, and environmental compliance (according to the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA)) for the Project.

A preliminary design report and 60 percent design-level plans has been completed. Ninety percent design-level plans will be completed by June 2025. The Final Design Submittal will be provided in December 2025, which will include final drawings, technical specifications, a constructability review report, a statement of completeness, and an Engineer's Opinion of Probable Construction Costs.

As required by CEQA, an Environmental Initial Study has been prepared. The draft Environmental Assessment will be available for the Public Comment Period by mid-March 2025. A certified Environmental Assessment and Environmental Impact Report are expected to be completed in mid-to-late 2025.

A draft Right of Way Acquisition Plan has been prepared. A final Right of Way Acquisition Plan is expected to be completed in late 2025. Right-of-way plats and legal descriptions will also be prepared by mid-2025.

Reviews and Requirements:

The environmental review of the Project requires coordination and consultation with several agencies, including the Federal Bureau of Land Management ("BLM"), the California Department of Fish and Wildlife ("CDFW"), and the Lahontan Regional Water Quality Control Board. The BLM has been the Project's Federal Lead Agency for preparation of documents to comply with NEPA. The BLM requires Special Use Permits to ensure that the Project is completed pursuant to the Project's Environmental Assessment, including the environmental and technical information collection, analysis, and reporting necessary to fully comply with NEPA regulations and guidelines. NEPA compliance for the Project is incorporating provisions from the BLM's Desert Renewable Energy Conservation Plan (DRECP) to (1) advance federal and state natural resource conservation goals and other federal land management goals; (2) meet the requirements of the federal Endangered Species Act, California Endangered Species Act, Natural Community Conservation Planning Act, and Federal Land Policy and Management Act (FLPMA); and (3) facilitate the timely and streamlined permitting of projects. A Revegetation Plan, Raven Management Plan, Burrowing Owl Translocation Plan, Mojave Ground Squirrel Translocation Plan, and a Desert Tortoise Translocation Plan are being prepared as suggested in the DRECP. In May 2024, the BLM issued a Special Use Permit to allow geotechnical soil investigation boreholes, test pits, and access along the Project's pipeline alignment within BLM land. An additional Special Use Permit for construction of the Project will be needed from the BLM before the start of construction activities.

A Lake or Streambed Alteration Agreement from CDFW is required to comply with Section 1602 of the California Fish and Game (CFG) Code for notification of activity that will substantially affect a drainage feature under the jurisdiction of the CDFW. A draft Agreement with CDFW to ensure that geotechnical soil investigation boreholes, test pits, and access comply with CEQA requirements has been developed and accepted by CDFW. A final agreement is being prepared.

Preliminary mitigation measures have been developed for Project impacts on the Desert Tortoise, a federally and California threatened species, and the Mohave Ground Squirrel, a California threatened species. A draft Biological Assessment and a draft Biological Evaluation have been prepared to evaluate the impacts on these special status species, habitats, and other sensitive biological resources for compliance with CEQA/NEPA standards. Upon completion and approval of the Biological Assessment, Biological Evaluation, Environmental Assessment, and Environmental Impact Report, an Incidental Take Permit will be obtained from the United States Fish and Wildlife Service before construction activities. Compensation for loss of habitat for these species could be completed by purchasing CDFW- and USFWS-approved conservation bank credits that cover both species or by placing suitable lands for both species into conservation easements and providing management funding in perpetuity. Acreages for required mitigation are currently being defined.

Within two weeks of the beginning of construction, the entire project disturbance footprint must be surveyed for Mohave Ground Squirrel, Desert Tortoise, Burrowing Owl, and all nesting birds. This pre-construction clearance survey will ensure the Project meets Migratory Bird Treaty Act requirements.

A Clean Water Act Section 401 water quality certification is required from the Regional Water Quality Control Board (RWQCB). A certification will be obtained from the RWQCB upon approval and completion of the Environmental Assessment and Environmental Impact Report.

Status of Right-of-Way Permitting:

Approximately 20.6 miles of pipeline will traverse land owned and managed by the BLM. As discussed above, a Special Use Permit for construction of the Project will be needed from the BLM before the start of construction activities.

A portion of the Project is within County of Kern right-of-way. In August 2023, Kern County provided IWVGA a License Agreement for the installation, maintenance, inspection, etc. of the imported water pipeline within County Right-of-Way along Neuralia Road, Redrock Randsburg Road, Garlock Road and China Lake Boulevard.

A portion of the Project is in the City of California City right-of-way. In August 2023, a Reimbursement Agreement with the City of California City was executed to reimburse the City for costs to review, process permits, and develop agreements for approval to construct the Project.

For portions of the Project within private land, the Project's consultants are preparing Acquisition documents for rights of way need for private lands that the Project will traverse are being prepared.

Preparation of plats and legal descriptions will be complete mid-2025. Appraisals will be complete by the end of 2025.

Status of Ancillary Agreements between AVEK and IWVGA:

Antelope Valley – East Kern Water Agency (AVEK) is willing to provide the needed connection point and AVEK is presently providing aid and assistance in that endeavor. Accordingly, AVEK and the IWVGA have already executed a funding agreement that covers AVEK costs in the current planning, permitting and compliance stage. The ultimate wheeling agreement between AVEK and IWVGA will be dependent on the environmental review outcome and possible mitigation measures adopted. Accordingly, it is premature to complete or draft that agreement at this time.

Status of Imported Water Purchases:

The IWVGA's Groundwater Sustainability Plan (GSP) anticipates that the Basin will need approximately 3-5,000 acre-feet of water on an annual basis to bring the basin back into sustainability. This figure is based on initial estimates of pumpers in the Basin over time and growth projections of the area. This figure is fluid and may change depending on, among other things, population growth and the specific needs of the US Navy and the China Lake Naval Weapons Air Station. It should also be noted that no pumper in the Basin is precluded from availing itself of water from this system provided that the pumper pays the replenishment fee that the Indian Wells Valley Groundwater Authority established by Ordinance No. 03-20 on August 21, 2020.

The IWVGA is looking at a variety of potential water resources including both permanent and long-term water purchases and leases to provide us with the water resources necessary to reach our sustainability goals. The water resources that we are looking to secure must either be State Water Project Supplies or exchangeable with State Water Project supplies because our transfer partner, the Antelope Valley – East Kern Water Agency is a State Water Contractor. As such, we need to deliver them water resources that is compatible with their place of use and the requirements that they have regarding timing of deliveries, capacity restraints and their own operations. The discussions regarding water resources for this project are active and ongoing.

ATTACHMENT #4
PRELIMINARY COST ESTIMATE

Indian Wells Valley Groundwater Authority
Imported Water Conveyance System
Preliminary Opinion of Project Costs

(all costs are in 2023 dollars)

Item	Description	Unit	Quantity	Unit Price	Total
General					
1	Mobilization/Demobilization, Worker Protection(5.0%)	LS	1	\$7,926,287	\$7,926,287
2	Miscellaneous Facilities(Environmental/SWPPP Implementation (1.5%))	LS	1	\$2,377,886	\$2,377,886
				Subtotal	\$10,304,173
Transmission Pipeline					
	<u>24" C900 DR18 PVC Pipe</u>				
3	Basic installation	LF	133,065	\$340	\$45,241,967
4	With restrained joints in seismic risk areas.	LF	12,069	\$410	\$4,948,134
5	Where rocky conditions are probable	LF	0	\$440	\$0
	<u>24" CML&C Steel Pipe (250 psi)</u>				
6	Basic installation	LF	22,284	\$475	\$10,584,981
7	In seismic risk areas.	LF	9,450	\$570	\$5,386,500
8	Where rocky conditions are probable	LF	34,994	\$575	\$20,121,613
	<u>18" CML&C Steel Pipe (250 psi)</u>				
9	Basic installation	LF	9,378	\$420	\$3,938,760
10	In seismic risk areas.	LF	3,400	\$504	\$1,713,600
11	Where rocky conditions are probable	LF	41,168	\$520	\$21,407,350
12	Total 24" HDPE Horiz. Directional Drilled Pipeline	LF	2,400	\$1,380	\$3,312,000
13	24" Bored & Jacked Steel Casing	LF	1,400	\$2,500	\$3,500,000
14	20" Butterfly Isolation Valve (Cl. 250 II)	EA	6	\$10,100	\$60,600
15	24" x 20" Reducer	EA	12	\$700	\$8,400
16	Bottomless Vault 6'x8'x4' w/ 2-pc lift assist	EA	12	\$26,288	\$315,450
17	20" High Pressure Butterfly Isolation Valve (Cl. 250B)	EA	6	\$13,300	\$79,800
18	24" x 20" Reducer	EA	12	\$693	\$8,316
19	Bottomless Vault 6'x8'x4' w/ 2-pc lift assist	EA	12	\$26,288	\$315,450
20	4" Combination Air/Vacuum Release Valve Assembly	EA	98	\$10,000	\$980,000
21	Pipeline Products Air/Vac Poly Enclosure, 24" x 36"	EA	98	\$1,035	\$101,430
22	Blowoff	EA	6	\$7,000	\$42,000
23	Blowoff & Pressure Relief Valve Station	EA	6	\$27,286	\$163,716
24	Trench Repaving	SF	360,000	\$16	\$5,760,000
25	Pipeline 4-inch Thick Agg. Base Maintenance Road	CY	2,580	\$120	\$309,634
				Subtotal	\$128,299,701
Pump Stations 1 -Estimate provided by Stantec					
26	Pump Station Building/MCC Construction	SF	4,620	\$200	\$924,000
27	Low Flow Vertical Turbine Pumps (900 GPM)	EA	3	\$125,000	\$375,000
28	High Flow Vertical Turbine Pumps (1,800 GPM)	EA	4	\$150,000	\$600,000
29	Suction Header Assembly	EA	1	\$149,521	\$149,521
30	Discharge Assembly	EA	1	\$200,825	\$200,825
31	Surge Tank and Appurtenances (Suction)	GAL	8,000	\$144	\$1,152,000
32	Surge Tank and Appurtenances (Suction)	GAL	4,000	\$144	\$576,000
33	Site Grading	CY	15,000	\$15	\$225,000
34	18" Discharge Line to Transmission Line	LF	157	\$381	\$59,775
35	18" Mag Flow Meter	EA	1	\$26,415	\$26,415
36	Flow Meter Vault	EA	1	\$14,424	\$14,424
37	HVAC / Ventilation	LS	1	\$65,000	\$65,000
38	Motor Control Center	LS	7	\$54,000	\$378,000
38	Site Wiring	LS	1	\$50,000	\$50,000
39	Site Lighting	LS	1	\$60,000	\$60,000
39	VFD	EA	7	\$100,000	\$700,000
40	Utility Hookup Fee	LS	1	\$50,000	\$50,000
41	SCADA RTU/Radio	LS	1	\$40,000	\$40,000
				Subtotal	\$5,645,959

Pump Station 2

42	Pump Station Building/MCC Construction	SF	4,620	\$200	\$924,000
43	Low Flow Vertical Turbine Pumps (900 GPM)	EA	3	\$125,000	\$375,000
44	High Flow Vertical Turbine Pumps (1,800 GPM)	EA	4	\$150,000	\$600,000
45	Suction Header Assembly	EA	1	\$149,521	\$149,521
46	Discharge Assembly	EA	1	\$200,825	\$200,825
47	Surge Tank and Appurtenances (Suction)	GAL	8,000	\$144	\$1,152,000
48	Site Grading	CY	15,000	\$15	\$225,000
49	18" Discharge Header	LF	157	\$381	\$59,775
50	18" Mag Flow Meter	EA	1	\$26,415	\$26,415
51	Flow Meter Vault	EA	1	\$14,424	\$14,424
52	Chemical Injection Systems	EA	1	\$10,000	\$10,000
53	Water Storage Regulating Tank	EA	1	\$452,000	\$452,000
54	Building Comfort Station	EA	1	\$10,000	\$10,000
55	HVAC / Ventilation	LS	1	\$65,000	\$65,000
56	Motor Control Center	LS	7	\$54,000	\$378,000
57	Site Wiring	LS	1	\$50,000	\$50,000
58	Site Lighting	LS	1	\$60,000	\$60,000
59	VFD	EA	7	\$100,000	\$700,000
60	Utility Hookup Fee	LS	1	\$50,000	\$50,000
61	SCADA RTU/Radio	LS	1	\$40,000	\$40,000
				Subtotal	\$5,541,959

Pump Stations 3

62	Pump Station Building/MCC Construction	SF	4,620	\$200	\$924,000
63	Low Flow Vertical Turbine Pumps (900 GPM)	EA	3	\$125,000	\$375,000
64	High Flow Vertical Turbine Pumps (1,800 GPM)	EA	4	\$150,000	\$600,000
65	Suction Header Assembly	EA	1	\$149,521	\$149,521
66	Discharge Assembly	EA	1	\$200,825	\$200,825
67	Surge Tank and Appurtenances (Suction)	GAL	8,000	\$144	\$1,152,000
68	Site Grading	CY	28,000	\$15	\$420,000
69	18" Discharge Line to Transmission Line	LF	157	\$381	\$59,775
70	18" Mag Flow Meter	EA	1	\$26,415	\$26,415
71	Flow Meter Vault	EA	1	\$14,424	\$14,424
72	Water Storage Regulating Tank	EA	1	\$452,000	\$452,000
73	HVAC / Ventilation	LS	1	\$65,000	\$65,000
74	Motor Control Center	LS	7	\$54,000	\$378,000
75	Site Wiring (Outside of Building)	LS	1	\$50,000	\$50,000
76	Site Lighting	LS	1	\$60,000	\$60,000
77	VFD	EA	7	\$100,000	\$700,000
78	Utility Hookup Fee	LS	1	\$50,000	\$50,000
79	SCADA RTU/Radio	LS	1	\$40,000	\$40,000
				Subtotal	\$5,716,959

AVEK Turnout

62	24" Megaflange Series 2100	EA	1	\$1,500	\$1,500
63	24"x18" Steel Eccentric Reducer	EA	1	\$1,069	\$1,069
64	18"x18"x18" Steel Tee	EA	1	\$1,275	\$1,275
65	18" Butterfly Valve (250II)	EA	1	\$11,550	\$11,550
66	Christy G-05 Box	EA	1	\$300	\$300
67	18" Garlock Link Seal	EA	1	\$500	\$500
68	18" ABB Aquamaster Mag Meter	EA	1	\$30,818	\$30,818
69	18" Cla-Val Check Valve 81-02	EA	1	\$80,500	\$80,500
70	18" Steel 90° Bend	EA	1	\$1,200	\$1,200
71	18" Megaflange Series 2100	EA	1	\$750	\$750
72	18" Victaulic Grooved Coupling Style 31	EA	1	\$375	\$375
73	1" Sampling Station	EA	1	\$3,000	\$3,000
74	18" Eaton Pipe Support B3092-18 Eaton B3088T Stanchion and Footing	EA	8	\$1,200	\$9,600
75	Bottomless Vault 8'x8' w/ 4'x6' Double Leaf Access Cover	EA	1	\$23,156	\$23,156
76	Bottomless Vault 6'x6' w/ 4'x6' Double Leaf Access Cover	EA	1	\$20,375	\$20,375
				Subtotal	\$185,968

PRV Stations

77	PRV 1	EA	1	\$147,101	\$147,101
78	PRV 2	EA	1	\$147,101	\$147,101
79	PRV 3	EA	1	\$147,101	\$147,101
				Subtotal	\$441,302

FCV Station

80	Flow Control Valve	EA	1	\$55,000	\$55,000
81	Valves and Plumbing	LS	1	\$10,100	\$10,100
82	Bottomless Vault 8'x8' w/ 4'x6' Double Leaf Access Cover	EA	1	\$27,788	\$27,788
				Subtotal	\$92,888

Regulating Tank at Highpoint Along Hwy 395					
83	242,000 Gallon Regulation Tank and Foundation	LS	242,000	\$2.0	\$484,000
84	Pad Grading	CY	2,100	\$15.0	\$31,500
				Subtotal	\$515,500
Terminus Tank at Ridgecrest Heights Tank Facility					
85	1,000,000 Gallon Blending Tank and Foundation	Gallons	1,000,000	\$2.0	\$2,000,000
86	Pad Grading	CY	5,700	\$15.0	\$85,500
				Subtotal	\$2,085,500
Electrical Power Line					
86	Overhead Power Line and Poles	Mile	10	\$1,000,000	\$10,000,000
				Subtotal	\$10,000,000
Total Construction Cost					\$168,830,000
ACEE Class 3 Contingency (20%)					\$31,706,000
Total Construction Cost w/ Contingency					\$200,536,000

ATTACHMENT #5
DEMONSTRATION OF FUNDING COMMITMENT

The IWVGA recognizes its funding needs for the non-federal share of this project, and it is committed to providing said funding when necessary. As a public agency, the IWVGA has several options for meeting this non-federal share funding need, including both the adoption of fees and charges and long-term financing options. ((See the “Sustainable Groundwater Management Act” (Water Code sections 10720 *et seq.*) and more specifically the Powers and Authorities sections of the Act (Water Code sections 10725 *et seq.*) and the Financial Authority sections of the Act (Water Code sections 10730 *et seq.*).

ATTACHMENT #6
AGREEMENTS BETWEEN KERN COUNTY, CALIFORNIA AND IWVGA

**AGREEMENT AND DESIGNATION OF FINANCIAL RESPONSIBILITY
KERN COUNTY, CALIFORNIA, AND THE INDIAN WELLS VALLEY GROUNDWATER
AUTHORITY**

INDIAN WELLS VALLEY WATER REPLENISHMENT PIPELINE

WHEREAS, The Indian Wells Valley is located within portions of the northeastern section of Kern County, California and has been designated by the State of California as a Critically Overdrafted Groundwater Basin.

WHEREAS, the Indian Wells Valley Groundwater Authority (hereafter, “IWVGA” or “the Authority”) was formed to address groundwater sustainability within the basin pursuant to the requirements of the Sustainable Groundwater Management Act (“SGMA”).

WHEREAS, IWVGA developed and obtained State approval for a Groundwater Sustainability Plan (“GSP”) according to SGMA requirements. The primary sustainability measure included in the GSP is a water pipeline that will interconnect the groundwater basin with the State Water Project.

WHEREAS, IWVGA is completing all required planning, design, environmental compliance, permitting, and agreements for the Indian Wells Valley Water Replenishment Pipeline.

WHEREAS, IWVGA sought federal assistance to construct the Indian Wells Valley Water Replenishment Pipeline.

WHEREAS, the United States Congress has authorized the United States Army Corps of Engineers (hereafter “USACE”) to construct water supply infrastructure in Kern County, California. The authorization was included in the *Thomas R. Carper Water Resources Development Act of 2024, Public Law 118-272* (commonly referred to as “WRDA-24”) under Section 4367, Item 411, as part of the authorities granted to USACE under Section 219 of the Water Resources Development Act of 1992, commonly referred to as “Environmental Infrastructure Assistance.”

WHEREAS, USACE has discretionary authority to designate an appropriate non-federal sponsor of the authorization.

WHEREAS, acceptance of the authorization and subsequent USACE assistance creates a financial obligation to the non-federal sponsor of twenty-five percent of the project's total costs.

THEREFORE BE IT RESOLVED, to clarify the rights, responsibilities, liabilities and obligations associated with the Congressional Authorization Kern County, California, and the Indian Wells Valley Groundwater Authority have entered into this Agreement and heretofore, agree upon the following provisions:

1. **Designation of the Project.** Kern County, California, hereby recognizes the authorization contained in Section 4367, Item No. 411 of Public Law 118-272, the Thomas R. Carper Water

Resources Development Act of 2024, is the Indian Wells Valley Water Replenishment Pipeline. At no time during the term of this Agreement shall the County attempt to redesignate, re-authorize, or seek funding appropriation under the Authorization provided in the section of public law designated above.

2. **Non-Federal Sponsor and Authorized Agent Designation.** If the USACE requires, beyond its discretionary authority, the designation of a non-federal sponsor to receive the Environmental Infrastructure Assistance authorized in Public Law 118-272 as described above, Kern County, California, hereby designates the Indian Wells Valley Groundwater Authority as its Authorized Agent and Representative to receive the Environmental Infrastructure Assistance. IWVGA will coordinate with the USACE and comply with all applicable requests to facilitate the construction of the Indian Wells Valley Water Replenishment Pipeline as outlined in the Environmental Infrastructure Assistance authorization.
3. **Indemnification.** Should USACE require Kern County, California, to act as the non-federal sponsor with IWVGA acting in the capacity of the County's Authorized Agent, IWVGA, to the fullest extent permitted by law, will hold indemnify and hold harmless the County for, or with respect to any and all, past or present and future claims, suits, demands, rights, causes of action, damages, costs, losses, liabilities, fees, and other harm, of whatever kind or nature known or unknown arising out or incurred from the construction of the Indian Wells Valley Water Replenishment Pipeline. Additionally, in any covered action brought against the County, IWVGA will, at its sole expense, provide the County with legal counsel approved by the County.
4. **Responsibility of Non-Federal Share Costs.** IWVGA shall assume full responsibility for any and all non-federal share costs requirements arising from the Environmental Infrastructure Assistance authorization. This includes 25% of the total construction costs of the Indian Wells Valley Water Replenishment Pipeline and any costs exceeding Congressionally appropriated amounts provided to the project. IWVGA shall meet all obligations required by any Agreement with USACE regarding such non-federal share costs or costs that exceed Congressionally appropriated amounts.
5. **Term.** The term of this Agreement shall continue in force and effect through the Authorization period provided by federal statute, ten years, or until such time the Environmental Infrastructure Assistance provided by USACE is terminated or completed.
6. **Termination.** This agreement may be terminated by Kern County, California at the request of USACE with or without cause. Kern County shall notify IWVGA of the request for termination within three business days of receipt from USACE. Kern County may terminate this agreement with cause upon 45 days prior written notice to IWVGA.
7. **Notices.** All notices herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and

deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To County: /////
 /////
 1115 Truxtun Avenue, 5th Floor
 Bakersfield, CA 93301

To GS: //////
 //////
 //////

8. Miscellaneous Provisions:

a. **Modification** – This Agreement may only be modified or amended by a written document signed by both Parties.

b. **Authorization** – Each individual executing this Agreement on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver on behalf of that Party, and that this is binding upon both Parties in accordance with its terms.

c. **Construction** – The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

d. **Recitals** – Each of the recitals is incorporated in this MOU by reference as if fully set forth in this Agreement at length, is deemed to be the Agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

e. **Captions** – Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this MOU.

f. **Exhibits** – All exhibits attached to this Agreement are incorporated into this Agreement by reference.

g. **Time of Essence** – Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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Indian Wells Valley Groundwater Authority

_____, Board President

Date: _____

Approved as to Form:

_____, General Counsel

Date: _____

County of Kern

_____, Board President

Date: _____

Approved as to Form:

_____, General Counsel

Date: _____

ATTACHMENT #7
REIMBURSEMENT AGREEMENT BETWEEN AVEK AND IWVGA

TO BE PROVIDED

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IWVGA ADMINISTRATIVE OFFICE
STAFF REPORT

TO: IWVGA Board Members

DATE: February 12, 2024

FROM: IWVGA Staff

SUBJECT: Agenda Item 12 – Consolidation Grant Funding Budget

BACKGROUND

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

DISCUSSION

At the July 2024 Board meeting, GA staff were directed to investigate potential consolidation projects in the Indian Wells Valley and propose potential projects under the UCDRG grant. At the October 2024 Board meeting, the Board approved a reimbursement agreement between the IWVGA and the IWVWD to allow for the Rademacher Consolidation Project. The IWVGA is currently in the process of consolidating the Rademacher Area, which it estimated will cost approximately \$1.5 million.

GA staff have been investigating the feasibility of consolidations in key areas of the Basin that have reported issues with shallow wells and areas with several small mutuals or shared wells. Figure 1 shows all mutuals and shared wells that have registered with the IWVGA. One area of interest for consolidation is the Stark Street area, shown in Figure 2, also referred to as the Dune III Extension Area. The Stark Street Mutual Water Company (Stark St MWC) applied for assistance through the Shallow Well Mitigation Program (SWMP) in 2022 and were approved for financial assistance in constructing a new well, however the well has not been constructed. In the meantime, Self-Help Enterprises (Self-Help) has been assisting residents within the Stark Street area with hauled water and bottled water services for several months and cannot indefinitely provide this support. Staff is currently engaged in discussions with Self-Help and the IWVWD regarding a timeline for a potential solution for residents through consolidation.

The IWVWD is currently consolidating the Dune III Water System and the Hometown Water Association System. The IWVWD is currently waiting for a contract with the State to begin work on the Dune III Extension Area and anticipates construction to begin sometime in 2026. As the Stark St MWC is still in need of a reliable water supply, GA staff are proposing design and construction of a 2,400 ft pipeline from the IWVWD's Dune III Water System Consolidation Project, also shown in Figure 2, to connect the nine residents that are part of this mutual water

company to the IWVWD distribution system. The preliminary cost estimate for Phase 1 of the Stark Street MWC Consolidation Project is \$870,000, which includes design, construction, connection fees, and well destruction. Additional planning associated with Phase 1 is estimated to cost \$25,000. Refined cost estimates will be brought to the Board for approval prior to the start of design and construction.

The remainder of the UCDRG grant funds will be used to develop a feasibility study for a Phase 2 of the Stark Street MWC consolidation to consolidate several other mutual water company well water users and shared well water users in the Stark Street Area and determine if additional residents in the area are interested in consolidation as well. Additionally, Phase 2 would allow the IWVWD to loop the pipeline back into the distribution system, to prevent stagnation of water and provide better hydraulic performance for the new pipelines. The cost of designing Phase 2 will be dependent on which properties are interested in consolidating, however preliminary estimates made range from \$90,000 to \$150,000, which will require additional funding outside of the UCDRG grant to complete. Additional planning, including outreach to residents in the area, will be required for the preparation of a feasibility study and Phase 2 design for a shovel ready project to used to seek additional funding. The additional planning is estimated to cost \$25,000 and development of the feasibility study is estimated to be \$80,000. Refined design costs will be brought to the Board for approval, prior to the start of design.

In summary, the current proposed Consolidation Program and use of the \$3.3 million UCDRG Grant funds includes the Rademacher Consolidation Project, estimated at \$1.5 million; Phase 1 of the Stark Street MWC Consolidation Project, estimated at \$895,000; planning and development of a feasibility study for, and preparation of the design of Phase 2 of the Stark Street MWC Consolidation Project, estimated to range between \$190,000 and \$250,000.

RECOMMENDED ACTION

Staff recommends the Board authorize the use of \$50,000 of the UCDRG grant funding for planning of Phase 1 and 2 of the Stark Street MWC Consolidation Project.

FIGURE 1

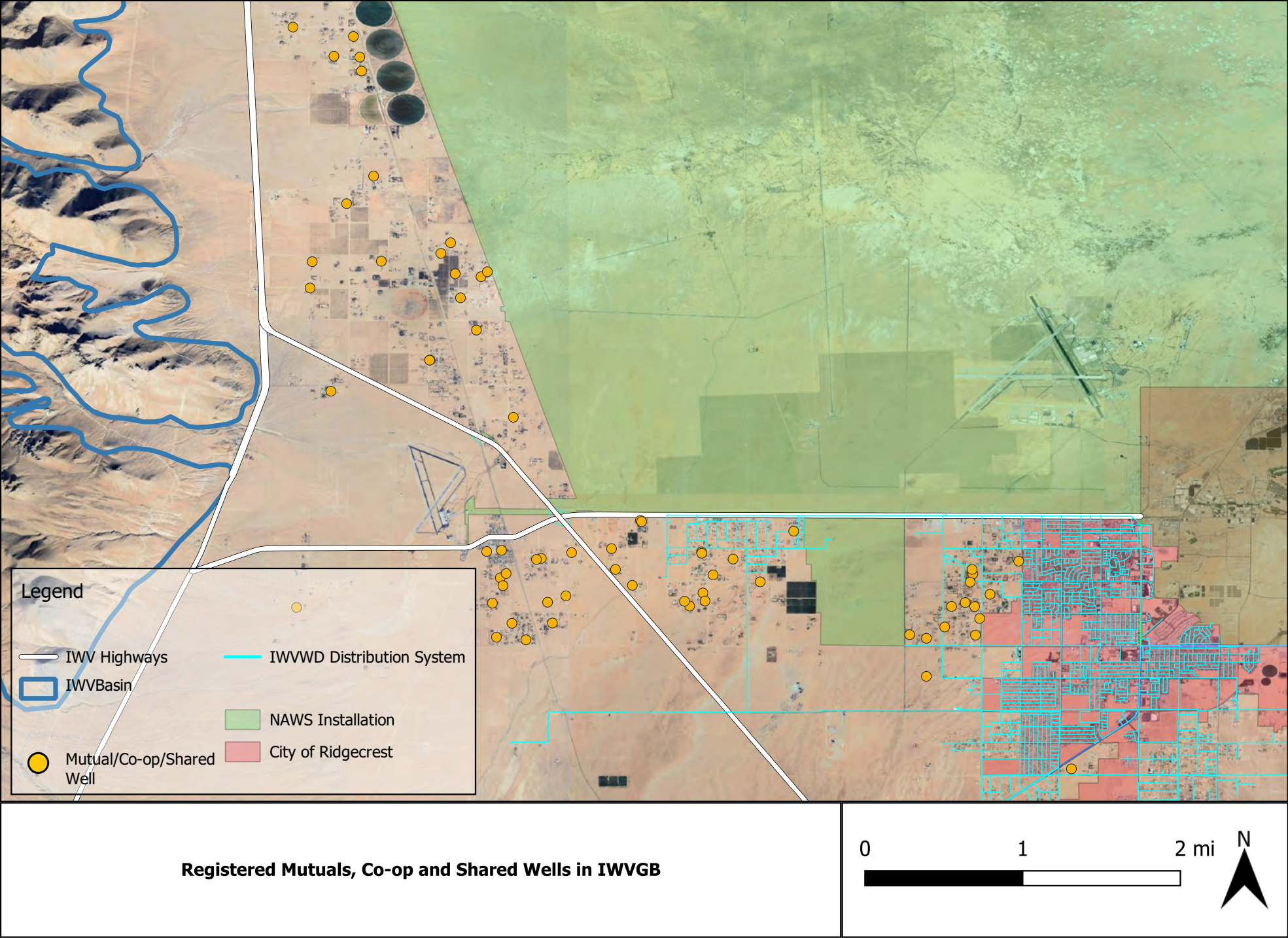
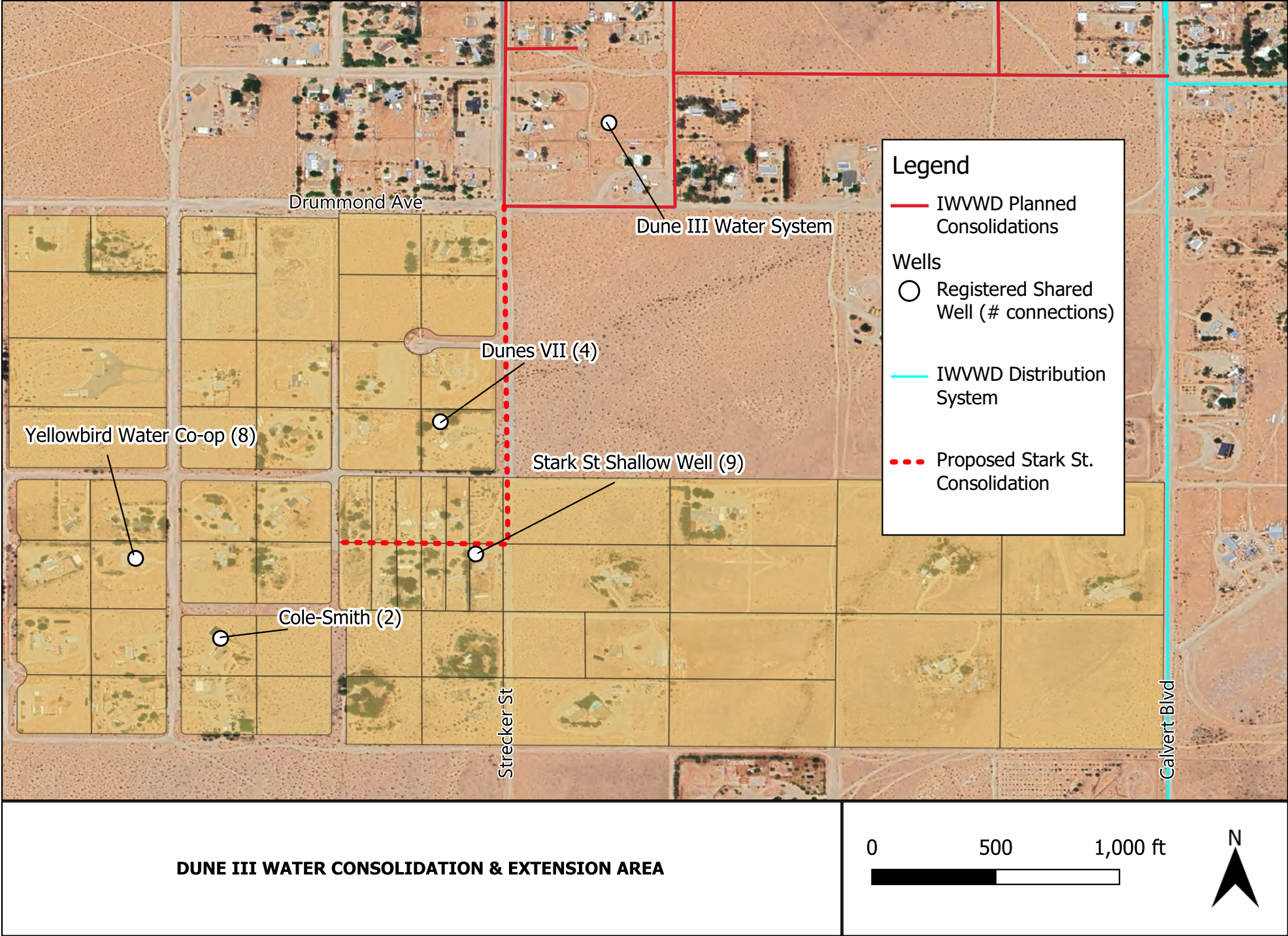


FIGURE 2



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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: February 12, 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 13 – Amendment to the Contract Service Agreement with Provost and Pritchard Consulting Group for Design Services for the Imported Water Pipeline

BACKGROUND AND DISCUSSION

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

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

P&P has completed several major Project milestones including development of a Preliminary Design Report, 30% Design level plans, 60% Design level plans, and Technical Study Memorandums. It is anticipated that the 90% Pipeline Design Submittal will be provided to the IWVGA in June 2025 and the Final Design Submittal will be provided in December 2025.

Per Section 3.4 of the CSA, the term of the CSA ends on March 31, 2024. The CSA and a proposed amendment to the CSA, which extends the terms of the agreement through March 31, 2026 to allow P&P to complete the design, are included in your Board packet.

ACTION(S) REQUIRED BY THE BOARD

Staff recommends the Board approve the amendment to extend the terms of the CSA with Provost and Pritchard Consulting Group for Design Services for the Imported Water Pipeline through March 31, 2026.

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

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

RECITALS

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

AMENDMENT

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

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

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than March 31, 2026, except as otherwise provided in the Schedule (Exhibit "A")."
- 3. All other terms and conditions of the Agreement are hereby restated and incorporated herein as if set forth in full and shall remain in full force and effect.

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

Signature Page to Follow.

AUTHORITY:

Indian Wells Valley Groundwater Authority

Carol Thomas-Keefer, General Manager
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Keith Lemieux, Board Counsel

CONTRACTOR:

Provost and Pritchard Consulting Group

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Address: 1800 30th Street, Suite 280
Bakersfield, CA 93301

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CONTRACT SERVICES AGREEMENT

By and Between

Indian Wells Valley Groundwater Authority

and

Provost and Pritchard Consulting Group

for Imported Water Conveyance Design Services

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

AND

PROVOST AND PRITCHARD CONSULTING GROUP

FOR IMPORTED WATER CONVEYANCE DESIGN SERVICES

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

RECITALS

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR/CONSULTANT

1.1 Scope of Services.

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

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

1.2 Compliance With Law.

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

1.3 Licenses, Permits, Fees and Assessments.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

1.6 Further Responsibilities of Parties.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

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

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

4.2 Status of Contractor.

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

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

4.3 Water Resource Manager.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

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

7.8 Termination for Default of Contractor.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. AUTHORITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Authority Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

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

Contractor's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

AUTHORITY:

Indian Wells Valley Groundwater Authority

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

Carol Thomas-Keefer, Acting General Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

Keith Lemieux, Board Counsel

CONTRACTOR:

Provost and Pritchard Consulting Group

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

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

Address: 1800 30th Street, Suite 280
Bakersfield, CA 93301

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of FRESNO

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

Ronald J. Samuelian

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

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

Witness my hand and official seal.

Laurie Sales

Signature of Notary Public



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

Name of Document: Contract Services Agreement
FWUGSA IMPORT WATER DESIGN

Document Date: _____

Number of Pages: _____

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of FRESNO

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

Michael Taylor

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

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

Witness my hand and official seal.

Laurie Sales
Signature of Notary Public



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

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

Document Date: _____

Number of Pages: _____

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

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: February 12, 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 14 – Amendment to the Contract Service Agreement with Provost and Pritchard Consulting Group for CEQA/NEPA Documents and Permit Documentation Services for the Imported Water Pipeline

BACKGROUND AND DISCUSSION

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

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

P&P has completed several major Project milestones including development of Technical Study Memorandums for Biological Resources, Cultural Resources, Air Quality, Noise, and Aquatic Resources, draft Biological Assessment and draft Biological Evaluation, and an Environmental Initial Study for compliance with California Environmental Quality Act and National Environmental Policy Act regulations and guidelines. It is anticipated that the draft Environmental Assessment and Environmental Impact Report will be available for Public Comment Period by Mid-March 2025. A certified Environmental Assessment and Environmental Impact Report is expected to be complete in mid to late 2025.

Per Section 3.4 of the CSA, the term of the CSA ended in February 2024. The CSA and the proposed amendment to the CSA which extends the terms of the agreement through December 31, 2025 to allow P&P to complete the work are included in your Board packet.

ACTION(S) REQUIRED BY THE BOARD

Staff recommends the Board approve the amendment to extend the terms of the CSA with Provost and Pritchard Consulting Group for CEQA/NEPA Documents and Permit Documentation Services for the Imported Water Pipeline through December 31, 2025.

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

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

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

RECITALS

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

AMENDMENT

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

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

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than December 31, 2025, except as otherwise provided in the Schedule (Exhibit "A")."
- 3. All other terms and conditions of the Agreement are hereby restated and incorporated herein as if set forth in full and shall remain in full force and effect.

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

Signature Page to Follow.

AUTHORITY:

Indian Wells Valley Groundwater Authority

Carol Thomas-Keefer, General Manager
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Keith Lemieux, Board Counsel

CONTRACTOR:

Provost and Pritchard Consulting Group

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Address: 1800 30th Street, Suite 280
Bakersfield, CA 93301

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CONTRACT SERVICES AGREEMENT

By and Between

Indian Wells Valley Groundwater Authority

and

Provost and Pritchard Consulting Group

for CEQA/NEPA and Permit Documentation Services

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

AND

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

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

RECITALS

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR/CONSULTANT

1.1 Scope of Services.

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

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

1.2 Compliance With Law.

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

1.3 Licenses, Permits, Fees and Assessments.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

1.6 Further Responsibilities of Parties.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Heather Bashian, P.E., QSD

Principal In Charge

Dena Giacomini, P.E.

Project Manager

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

4.2 Status of Contractor.

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

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

4.3 Water Resource Manager.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

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

7.8 Termination for Default of Contractor.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. AUTHORITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Authority Officers and Employees.

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

8.2 Conflict of Interest.

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

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

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

Contractor's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

AUTHORITY:

Indian Wells Valley Groundwater Authority

Carol Thomas-Keefer

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

Carol Thomas-Keefer, Acting General Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Keith Lemieux

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

Keith Lemieux, Board Counsel

CONTRACTOR:

Provost and Pritchard Consulting Group

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

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

Address: 1800 30th Street, Suite 280
Bakersfield, CA 93301

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of FRESNO

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

Ronald J. Samuelian

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

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

Witness my hand and official seal.

Laurie Sales
Signature of Notary Public



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

Name of Document: Contract Services Agreement
IWVGS A CEA NCPA
Document Date: _____

Number of Pages: _____

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of FRESNO

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

Michael Taylor

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

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

Witness my hand and official seal.

Laurie Sales
Signature of Notary Public



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

Name of Document: Contract Services Agreement

Document Date: 1 WUGSA- CEQA/NEPA

Number of Pages: _____

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

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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: February 12, 2025

FROM: IWVGA Staff

SUBJECT: Agenda Item 15 – Amendment to the Contract Service Agreement with Overland, Pacific and Cutler, LLC for Right-of-Way and Parcel Acquisition Services for the Imported Water Pipeline

BACKGROUND AND DISCUSSION

On February 13, 2023, the Indian Wells Valley Groundwater Authority (IWVGA) executed a Contract Services Agreement (CSA) with Overland, Pacific and Cutler, LLC (OPC) for Right-of-Way and Parcel Acquisition services for the Imported Water Pipeline Project (Project).

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

OPC has completed major Project milestones including obtaining Rights of Entry to allow geotechnical investigations to occur along the Project's alignment and providing a draft Right of Way Acquisition Plan for Staff's review. It is anticipated that preparation of plats and legal descriptions will be complete mid-2025 and a final Right of Way Acquisition Plan is expected to be completed in late 2025. Acquisition work will be completed late-2028.

Per Section 3.4 of the CSA, the term of the CSA ends on February 12, 2024. The CSA and a proposed amendment to the CSA which extends the terms of the agreement through April 30, 2027 to allow OPC to complete the work are included in your Board packet.

ACTION(S) REQUIRED BY THE BOARD

Staff recommends the Board approve the amendment to extend the terms of the CSA with Overland, Pacific and Cutler, LLC for Right-of-Way and Parcel Acquisition Services for the Imported Water Pipeline through April 30, 2027.

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**FIRST AMENDMENT AND RESTATEMENT TO THE CONTRACT SERVICES AGREEMENT
BETWEEN
THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
AND OVERLAND, PACIFIC, AND CUTLER, LLC
(ROW ACQUISITION)**

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

RECITALS

- A. Authority and Contractor entered into an agreement on February 13, 2023 for Right of Way Acquisition Services ("Agreement").
- B. The Agreement has a termination date of February 12, 2024.
- C. The parties wish to reaffirm the terms of the Agreement and extend the term of thereof such that there is no gap in the Contract term.

AMENDMENT

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

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

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than April 30, 2027, except as otherwise provided in the Schedule (Exhibit "A")."
- 3. All other terms and conditions of the Agreement are hereby restated and incorporated herein as if set forth in full and shall remain in full force and effect.

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

Signature Page to Follow.

AUTHORITY:

Indian Wells Valley Groundwater Authority

Carol Thomas-Keefer, General Manager
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Keith Lemieux, Board Counsel

CONTRACTOR:

Overland, Pacific, and Cutler, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Address: 1800 30th Street, Suite 280
Bakersfield, CA 93301

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CONTRACT SERVICES AGREEMENT

By and Between

Indian Wells Valley Groundwater Authority

and

Overland, Pacific, and Cutler, LLC

for Imported Water Conveyance System Right-Of-Way and Parcel Acquisition Services

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE INDIAN WELLS VALLEY GROUNDWATER AUTHORITY
AND
OVERLAND, PACIFIC, AND CUTLER, LLC
FOR
IMPORTED WATER CONVEYANCE SYSTEM
RIGHT-OF-WAY AND PARCEL ACQUISITION SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 13th day of February, 2023 by and between the Indian Wells Valley Groundwater Authority, (“Authority”) and Overland, Pacific, and Cutler, LLC (“Contractor”). Authority and Contractor may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR/CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” in its proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein as Exhibit “A,” which may be referred to herein as the “services” or “work” hereunder. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. As a material inducement to the Authority entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to

properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Compliance with Law.

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

1.3 Licenses, Permits, Fees and Assessments.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by Authority, except such losses or damages as may be caused by Authority's own negligence.

1.6 Further Responsibilities of Parties.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Authority agrees to pay Contractor the amounts specified in the "Fee Schedule" included in Exhibit "A" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Thirteen Thousand, Five Hundred and Ninety Dollars (\$413,590.00) (the "Contract Sum").

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Contractor shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance

with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "B", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice Authority for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

April Harvey, SR/WA

Senior Program Manager

Donald M. Anderson, SR/WA

Senior Project Manager

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

4.2 Status of Contractor.

Contractor shall have no authority to bind Authority in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise

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

4.3 Water Resource Manager.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Authority, its member agencies, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor’s or indemnitors’ reckless or willful misconduct, or arising from Contractor’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Authority, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Authority, its officers, agents, and employees harmless therefrom;

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

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

liabilities occurring as a result of Authority's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Authority's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this

Agreement shall be the property of Authority and shall be delivered to Authority upon request of the Water Resource Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Authority's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to Authority of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Authority for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Authority.

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Authority retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Water Resource Manager. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Water Resource Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Water Resource Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Water Resource Manager, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually

produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. AUTHORITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Authority Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the attention of the Water Resource Manager (with her/his name and Authority title), Indian Wells Valley Groundwater Authority, 100 West California Avenue, Ridgecrest California 93555 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any

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

Contractor's Authorized Initials

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

AUTHORITY:

Indian Wells Valley Groundwater Authority

Carol Thomas-Keefer
Carol Thomas-Keefer (Mar 1, 2023 12:10 PST)

Carol Thomas-Keefer, Acting General Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Keith Lemieux
Keith Lemieux (Mar 1, 2023 12:30 PST)

Keith Lemieux, Board Counsel

CONTRACTOR:

Overland, Pacific, and Cutler, LLC

DocuSigned by:
By: Brian Everett 2/21/2023
5F41F4D44C754AC...
Name: Brian Everett
Title: President
DocuSigned by:
By: Kent Jorgensen 2/20/2023
25581704673D4EC...
Name: Kent Jorgensen
Title: Vice President

Address: 5000 Airport Plaza Dr.
Suite 250, Long Beach, CA 90815

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF KERN

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPAAUTHORITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE
--	--

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF KERN

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPAAUTHORITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE
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IWVGA ADMINISTRATIVE OFFICE

STAFF REPORT

TO: IWVGA Board Members

DATE: February 12, 2025

FROM: IWVGA Water Resources Manager

SUBJECT: AGENDA ITEM 16 – WATER RESOURCES MANAGER’S REPORT

AGENDA ITEM 16a – GRANT FUNDING UPDATE

SGMA Implementation Round 1 Update

- Invoice # 8
 - Covers April 2024 to June 2024
 - Total requested payment: \$516,312.70
 - Status: Received payment.
- Invoice #9
 - Covers July 2024 to September 2024
 - Total requested payment: \$1,170,595.86
 - Status: Received payment.
- The next invoice (Invoice #10) for October 2024 to December 2024 is due to DWR by February 28, 2025.

Urban Community Drought Relief Program Update

- The IWVGA has been awarded \$3,345,000 to consolidate shallow well system(s) into a public water system.
- Potential systems/wells for consolidation in areas near impacted shallow wells are being further investigated, preliminary feasibility study and cost estimates are currently being prepared.
 - Rademacher consolidation project currently underway
 - Reimbursement Agreement between IWVGA and IWVWD signed
 - Phase 1 construction expected to begin in April 2025 and estimated to take about 4 weeks
 - Phase 2 design currently underway
- Invoice # 2
 - Covers April 2024 to June 2024
 - Total requested payment: \$7,466.75
 - Status: Received payment.
- Invoice #3
 - Covers July 2024 to September 2024
 - Total requested payment: \$26,849.00
 - Status: Received payment.
- The next invoice (Invoice #4) for October 2024 to December 2024 is due to DWR by

AGENDA ITEM 16b – 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. UPRR continuing review of encroachment permit for crossing along alignment near Highway 395
 - Continuing to engage Cal Parks in furthering on proposed permanent and temporary construction easements on Cal Parks land
 - Planning to meeting with Cal Trans in February to provide update on proposed plans along Hwy 395 and the Cal Trans easement near China Lake Blvd
 - Geotechnical Consultant (SEI, Inc.) performed 16 of the remaining 34 borings that are under the CDFW Lake and Streambed Alterations permit 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 field work and used additional soil data from SEI borings on BLM land to complete 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
 - Continuing utility research and trenchless crossing identification
 - Bennett Trenchless Engineers subconsultants finished work on the draft Tech Memo for the trenchless crossings (a 30% submittal deliverable). Completion of the Tech Memo is dependent on the remaining geotechnical field investigation that is scheduled to be completed in early March and the resulting laboratory analyses.
 - Staff finalized the 60% Design level drawings for pumpstation piping design, grading plans, and regulating tank design and profiles per additional geotechnical information
 - P&P to field verified 60% Design level drawings in January 2025
 - Coordinating additional modeling scenarios 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 Contract Services Agreement with P&P in order to continue Design work for approval at the February 2025 Board Meeting
 - 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
 - Complete the 34 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
 - Coordination Meetings
 - Weekly meetings with BLM
 - Completing plans required by the BLM Desert Renewable Energy Conservation Plan including a Revegetation Plan, Raven Management Plan, Burrowing Owl Translocation Plan, Mojave Ground Squirrel Translocation Plan, and a Desert Tortoise Translocation Plan
 - BLM and Staff provided comments to the Draft EA/ EIR joint document by January 13, 2025
 - BLM reviewing Draft Biological Evaluation submitted to BLM
 - BLM reviewing Draft Biological Assessment submitted
 - Coordinating with United States Fish and Wildlife Service, BLM, and GA/WRM Staff on requirements to obtain an Incidental Take Permit
 - The Final Lake and Streambed Alteration Agreement with California Department of Fish and Wildlife (CDFW) was executed in January 2025
 - Continuing Final Draft Cultural Report for Phase 2
 - Continuing coordination with AVEK on Mojave Tank Farm Alignment
 - Continuing to consider right-of-way alignment options with Kern County
 - Provided ROW widths for the areas along Garlock Road and Redrock Randsberg Road
 - Air Quality, Greenhouse Gas, Energy, and Noise subconsultant continuing models and tasks
 - Next Steps:
 - Provide draft EA for 45- day Public Comment Period by Mid-March 2025
 - Next Milestones:
 - Finalize NEPA compliance for geotechnical borings and environmental surveys/ studies within BLM property
 - Complete all technical analyses/ Special Studies within BLM land and along Mojave Tank Farm Alignment
 - Complete biological monitoring of remaining soil borings
- Imported Water Pipeline Right-of-Way Services
 - General Manager provided a Notice to Proceed to continue Acquisition Services Task, and initiate Preliminary Title Report and Appraisal Report tasks on January 24, 2025.
 - 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
 - Coordinating an amendment to the IP Grant Agreement for budget reallocation between existing scope and extension of deliverable due dates
- 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
 - Staff is providing 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 response from the applicant.

AGENDA ITEM 16c – MISCELLANEOUS ITEMS

Data Collection and Monitoring

- Coordinated Fall 2024 water level monitoring event with KCWA and Navy
 - Completed during week of September 23
 - Included downloading 24 data loggers and maintaining 9 telemetry units
- Spring 2025 water level monitoring event with KCWA and Navy scheduled for week of March 2.
- Completed Fall 2024 water quality sampling
- Received access permission to install transducers/data loggers in the Hospital well

(26S/40E-28J01) and Navy well TTIWV-MW12 (25S/40E-14H)

- o New transducers/data loggers installed
- DMS updated with WellIntel data
- Due to Navy UXO scheduling constraints the Fall 2024 water quality sampling of 12 wells in the IWV was conducted on October 23 and 24
- DWR field check performed week of January 27
 - o State well numbers corrected and telemetry data uploaded to state database

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.
 - o Contract amendment initiated

ACTION(S) REQUIRED BY THE BOARD

There are no actions required by the Board.

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BUDGET TO ACTUAL REPORT- 2024 with January 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	800,470	-	-	-	800,470	463,490	63%	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	-	2,292,141	-	-	2,292,141	186,669	92%	4
6	Transfer In/Loan Repayment from Extraction Fund	-	-	-	-	-	-	-	-	-	0%	5
7	Shallow Well Mitigation Fee	133,395	-	133,395	-	-	115,774	-	115,774	17,621	87%	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	-	-	-	584,149	584,149	2,050,851	22%	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	808,942	2,292,141	115,774	220,593	1,107,928	-	60%	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	-	-	-	-	-	500,000	0%	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 January 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	\$	\$	%			
			ORIGINAL	BUDGET AMENDMENTS	TOTAL ADJUSTED BUDGET				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 January 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)	-	-	-	-	-	-	1,925,888	-	1,925,888	(1,925,888)	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	1,158,184	918,399	127,873	-	2,945,381	5,222	5,155,059	1,779,284	74%	121
122													122	
123	Surplus (Deficit)	623,975	-	623,975	(349,242)	1,373,743	(12,098)	220,593	(1,837,452)	(5,222)	(609,679)		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.

IWVGA
AS of January 31

CASH BALANCE

January 2024 Activity

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

IWVWD Augmentation/Extraction/SWM-Extraction-Nov	\$ 85,460.23
Grant -Invoice 9	1,170,595.86
All Other Cash Receipts -FY 2024	49,085.24
Total Cash Receipts	<u>\$ 1,305,141.33</u>

Cash Disbursements (Obligation payments are detailed)

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

Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

December Cash Balance By Investment

Kern County Treasurer	\$ 6,724,473.75
AltaOne Credit Union	-
Total End of Month Cash Balance	<u>\$ 6,724,473.75</u>

JanuaryActivity

Cash Receipts	\$ 1,305,141.33
Cash Disbursements	-
Kern County -Adj	-
Total End of Month Activity	<u>\$ 1,305,141.33</u>

January Ending Cash Balance	\$ 8,029,615.08
Less: Outstanding Warrants -November	(335,031.25)
Less: Outstanding Warrants -December	(225,200.67)
Total Available Cash By Activity	<u>\$ 7,469,383.16</u>

January Cash Balance by Investment

Kern County Treasurer	\$ 8,029,615.08
AltaOne - In Transit to Kern County	-
Total End of Month Balance	\$ 8,029,615.08
Less: Outstanding Warrants	(560,231.92)
Total Available Cash by Investment	<u>\$ 7,469,383.16</u>

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

OUTSTANDING OBLIGATIONS

	City of Ridgecrest	Augmentation Fund	Total
In-Kind Services ¹			
Attorney Svcs./IT/Chambers -FY25 - Estimated	317,500	-	317,500
Attorney Svcs./IT/Chambers -FY24 - Estimated	353,000	-	353,000
Attorney Svcs./IT/Chambers -FY23 -Actual	255,605	-	255,605
Attorney Svcs./IT/Chambers -FY22	241,204	-	241,204
Attorney Svcs./IT/Chambers -FY 21	325,235	-	325,235
Attorney Svcs./IT/Chambers -FY's16-20	366,982	-	366,982
Repayment in FY2024 for Prior Years	(500,000)	-	(500,000)
Repayment in FY2023 for Prior Years	(500,000)	-	(500,000)
Inter-Fund Loans			
2025 Loan to Extraction Fund-Estimated ²	-	1,020,000	1,020,000
2024 Loan to Extraction Fund-Estimated ²	-	130,000	130,000
2023 Loan to Extraction Fund-Estimated ²	-	(365,665)	(365,665)
2021 Repayment of Adv. Of Funds ³	-	500,000	500,000
Due to Due From			
2022 Net Position Status- (Extraction/Grant) ⁴	-	248,772	248,772
Advance of Funds	-	-	-
Financing	-	-	-
Postponed Invoice Payments	-	-	-
Total	859,526	1,533,107	2,392,633

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

² Estimated loans to Extraction; to be finalized at year-end and final determination of ineligible grant costs.

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

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

⁴ The 2022 included a net position for the Extraction/Grant Funds of \$748,772, with \$500k representing the amount owed in #3, and the remaining \$248,772 as a Due to Due From or short term cash adjustment pending 2023 Audit.

ADOPTED 2025 OBLIGATION REPAYMENTS

	City of Ridgecrest	Augmentation Fund	Total
In-Kind Services			
Attorney Services/IT/Council Chambers	500,000	-	500,000
Repayment in FY2024 for Current Year	317,500	-	317,500
Advance Agreements			
Advance of Funds	-	-	-
Financing			
Water Purchase related Financing	-	-	-
Total	817,500	-	817,500

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

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To: Carol Thomas-Keefer, General Manager IWVGA

From: Michael W. McKinney, President

cc:

Date: February 7, 2025

Subject: Project Update Memorandum – January Activities

The following update summarizes Capitol Core Group activities for January 2025.

PROJECT 1: IMPORTED WATER SUPPLIES

Capitol Core Group continued to work with Private Seller #5 on negotiations to purchase imported water supplies. The board will receive specific details during the February meeting as part of the real property negotiations in the closed session.

PROJECT 2: WATER REPLENISHMENT PIPELINE

During January, Capitol Core provided a draft Letter of Intent (LOI) for review by IWVGA staff. The LOI is the first step in beginning to work with the U.S. Army Corps of Engineers (USACE) to transition the Water Replenishment Pipeline project to the construction phase. In addition, Capitol Core provided example agreements to legal staff for review. The LOI will include the agreements, and IWVGA will be designated as the project's non-federal sponsor upon their approval.

PROJECT 3: OTHER PROJECTS SUPPORTING THE GSP

Government Affairs: 119th Congressional Session

The 119th Congressional Session formally began on January 3, 2025. Most activities centered around the Administration transition, inauguration, and budget reconciliation legislation. A summary of activities is contained in the Legislative Tracking Report.

Government Affairs: 2025-2026 Legislative Session

The California Legislature returned on January 6, 2025. The FY2025-2026 State Budget request by Governor Newsom was introduced on January 10, 2025. No major legislation impacting the Authority has been introduced at this time. A summary of activities is contained in the Legislative Tracking Report.

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STATUS (FEBRUARY 2025).
118th Congressional Session, 1st
2025-2025 California Session



INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

LEGISLATIVE AND POLICY STATUS REPORT



PRIORITY LEGISLATION

PRIORITY BILL DESCRIPTION

Legislation of significant impact on operations or interests. Legislation where a public position may be taken with the legislative body. Updates are provided to staff as they occur, potentially requiring action, and reported herein.

POSITIONS TAKEN



SUPPORT:

Indicating a public position of support with written documentation and active advocacy.



OPPOSE:

Indicating a public position of opposition with written documentation and active advocacy.



NEUTRAL:

Indicating a neutral or no public position taken on the legislation. Legislation is of significance and is being constantly monitored.



AMEND:

Presenting amendment language for consideration that would change the public position from neutral to Support.



OPPOSE UNLESS AMENDED:

Indicating a public position of opposition with written documentation and active advocacy while presenting amendment language for consideration that would remove opposition.

**FEDERAL PRIORITY LEGISLATION
119TH CONGRESSIONAL SESSION**



None at this time

**CALIFORNIA PRIORITY LEGISLATION
2025-2026 LEGISLATIVE SESSION**



NEW: AB 293 (Bennett): Groundwater Sustainability Agencies: Transparency

Version: As Introduced 01/22/2025

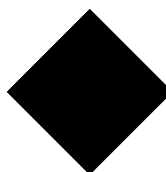
Position: 

Status: Awaiting Referral

Summary: This bill would require each groundwater sustainability agency to publish the membership of its board of directors on its internet website, or on the local agency's internet website, as provided. The bill would also require each groundwater sustainability agency to publish a link on its internet website or its local agency's internet website to the location on the Fair Political Practices Commission's internet website where the statements of economic interests, filed by the members of the board and executives of the agency, can be viewed. IWVGA already complies with the requirements.



WATCH BILL LIST



WATCH BILL DESCRIPTION

Legislation of interest. The Authority may adopt a “neutral” position or take no public position. No direct advocacy is provided on watch bills. Updates are provided monthly unless the amendment warrants immediate notification to staff.

California “spot bills ” are included in the Watch Bill List. This legislation is a placeholder, making non-substantive changes to the code in anticipation of later amendments to meet legislative deadlines.

FEDERAL LEGISLATION OF INTEREST 119TH CONGRESSIONAL SESSION



None at this time



None at this time



Budget Reconciliation Key to GOP Priorities

- Reconciliation will advance tax cuts and other GOP priorities without need for Democratic votes
- GOP debating whether to pass one or two reconciliation packages
- Trump allies pushing for trillions of dollars in spending cuts
- GOP aims to include debt ceiling measure in reconciliation bill

Key Deadlines

- **March 14:** Deadline to avert government shutdown
- **Mid-2025:** Deadline to raise or suspend debt limit to avert default
- **End of 2025:** Most Trump tax cuts enacted in 2017 expire

Tax Package Will Be Centerpiece of GOP Agenda

Tax Expirations

- Individual tax cuts, other key provisions of 2017 law expire after 2025; estimated to cost \$4.6 trillion
- Most business provisions, including lower corporate tax rate, were made permanent

Offsets

- GOP lawmakers eyeing [current policy baseline](#) that wouldn't score costs of clean extensions
- Other policies, such as Trump's proposed tips exemption, would raise price tag and increase pressure for offsets

Clean Energy Credits

- Republicans have promised to repeal clean energy credits from Democrats' 2022 tax-and-climate law
- Some credits have GOP [support](#) in districts where they've spurred investment

SALT Cap

- Republicans from high-tax states [pushing](#) to lift \$10,000 limit on state and local tax deduction
- Some Trump advisers have [floated](#) a \$20,000 limit; NY GOP lawmaker [released](#) bill to increase it to \$100,000 or \$200,000 for married couples.

**STATE LEGISLATION OF INTEREST
2025-2026 LEGISLATIVE SESSION**



None at this time



NEW: SB 31 (McNerney): Water Recycling Facilities: State Policy

Version: As Introduced 12/02/2025

SPOT BILL

Status: Senate Committee on Rules (referral)

Summary: State water policy encourages the development of water recycling facilities.
This bill makes a non-substantive change to the code.

NEW: SB 72 (Caballero and Rubio): State Water Plan: Long Term Supply Targets

Version: As Introduced 01/15/2025

Status: Senate Committee on Rules (referral)

Summary: This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to expand the membership of the advisory committee to include tribes, labor, and environmental justice interests. The bill would require the department, as part of the 2033 update to the plan, to update the interim planning target for 2050, as provided. The bill would require the target to consider the identified and future water needs for a sustainable urban sector, agricultural sector, and environment, and ensure safe drinking water for all Californians, among other things. The bill would require the plan to include specified components, including a discussion of the estimated costs and benefits of any project type or action that is recommended by the department within the plan that could help achieve the water supply targets. The bill would require the department to report to the Legislature the amendments, supplements, and additions included in the updates of the plan, together with a summary of the department's conclusions and recommendations, in the session in which the updated plan is issued.



FEDERAL AND STATE BUDGETS

FEDERAL FY2025

FEDERAL FY2026

CALIFORNIA FY2025-2026 STATE BUDGET

**FEDERAL
FISCAL YEAR 2025**



CR Through March 14 With Disaster Aid, Farm Extension | [H.R. 10545](#)

See also: [BGOV Bill Analysis of H.R. 10545](#)

		H.R. 10545 12/20/2024 Vote 366 - 34			H.R. 10545 12/21/2024 Vote 85 - 11			H.R. 10545 12/21/2024 Signed Public Law 118-158
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Defense | [H.R. 8774, S. _](#)

See also: [BGOV Bill Summary: H.R. 8774](#)

H.R. 8774 6/05/2024 Voice Vote Draft text	H.R. 8774 6/13/2024 Vote 34 - 25 H. Rept. 118-557 Draft text	H.R. 8774 6/28/2024 Vote 217 - 198 Draft text		S. _ 8/01/2024 Vote 28 - 0 S. Rept. 118-204				
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Energy & Water Development | [H.R. 8997, S. 4927](#)

See also: [BGOV Bill Summary: H.R. 8997](#)

H.R. 8997 6/28/2024 Voice Vote Draft Text	H.R. 8997 7/09/2024 Vote 30 - 26 H. Rept. 118-580 Draft Text			S. 4927 8/01/2024 Vote 28 - 0 S. Rept. 118-205				
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Military Construction-Veterans Affairs | [H.R. 8580, S. 4677](#)

H.R. 8580 5/21/2024 Voice Vote Draft Text	H.R. 8580 5/23/2024 Vote 34 - 25 H. Rept. 118-528 Draft Text	H.R. 8580 6/05/2024 Vote 209 - 197 BGOV bill summary Draft Text		S. 4677 7/11/2024 Vote 27 - 0 S. Rept. 118-191				
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**FEDERAL
FISCAL YEAR 2026**

None at this time.

2025-2026 STATE BUDGET

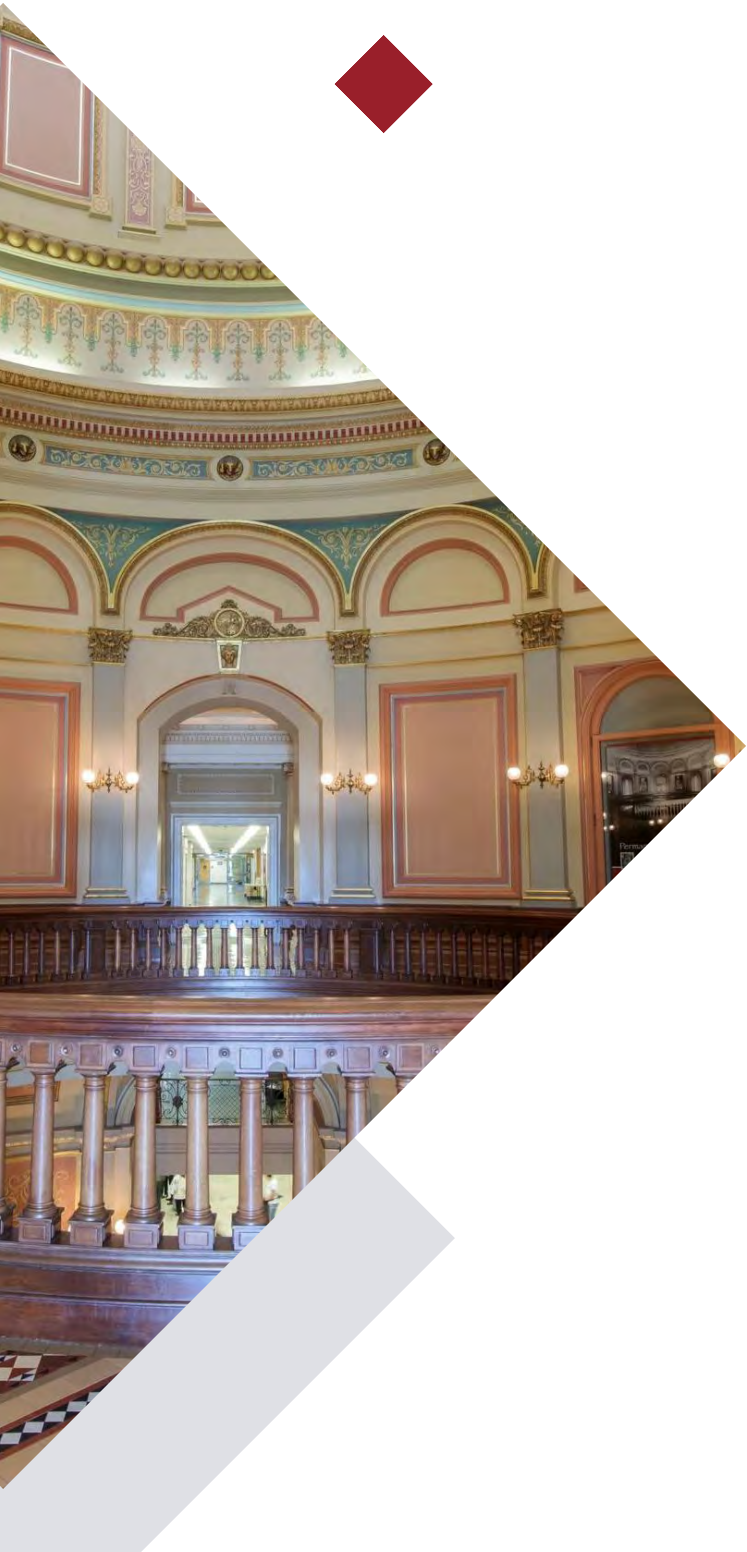


NEW: January 10, 2025, Budget Release (at the request of the Governor)

2025-26 Governor's Budget General Fund Budget Summary (Dollars in Millions)

	2024-25	2025-26
Prior Year Balance	\$35,877	\$26,299
Revenues and Transfers	\$222,473	\$225,095
Total Resources Available	\$258,350	\$251,394
Non-Proposition 98 Expenditures	\$146,998	\$144,290
Proposition 98 Expenditures	\$85,053	\$84,602
Total Expenditures	\$232,051	\$228,892
Fund Balance	\$26,299	\$22,502
Reserve for Liquidation of Encumbrances	\$18,001	\$18,001
Special Fund for Economic Uncertainties	\$8,298	\$4,501
Public School System Stabilization Account	\$1,157	\$1,533
Safety Net Reserve	-	-
Budget Stabilization Account/Rainy Day Fund	\$18,045	\$10,945

Note: Numbers may not add due to rounding.



BILLS REMOVED FROM REPORT

Legislation no longer of interest to the Authority or legislation having a final action previously reported.

BILLS REMOVED SINCE LAST MONTH

None at this time.

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