

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

Thursday, August 15, 2019

Closed Session 10:00 a.m.

Open Session 11:00 a.m.

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 Lauren Duffy at (760) 384-5502. 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 Indian Wells Valley Water District, 500 Ridgecrest Blvd, Ridgecrest, CA 93555, or online at <https://iwvga.org/>.

Statements from the Public

The public will be allowed to address the Board during Public Comments about subjects within the jurisdiction of the IWVGA Board and that are NOT on the agenda. No action may be taken on off-agenda items unless authorized by law. Questions posed to the Board may be answered after the meeting or at future meeting. Dialog or extended discussion between the public and the Board or staff will be limited in accordance with the Brown Act. The Public Comments portion 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. PUBLIC COMMENTS ON CLOSED SESSION

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.

3. CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION
(Government Code Section 54956.9(d)(2)(e)(1)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Directors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the IWVGA but which are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

4. OPEN SESSION - 11:00 a.m.

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

5. PUBLIC COMMENTS

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.

6. CONSENT AGENDA

- a. Approve Minutes of Board Meeting July 18, 2019
- b. Approve Expenditures
 - i. \$2,839.00- RWG Law
 - ii. \$8,621.45- DRI
 - iii. \$94,209.05- Stetson Engineers
 - iv. \$830.00– City of Ridgecrest (unbudgeted)
 - v. \$27,800.00 – Capitol Core Group

7. BOARD TO REVIEW AND APPROVE RESOLUTION NO. 06-19 TO ADOPT FINAL WELL REGISTRATION FORM FOR ALL WELL OWNERS

8. SECOND READING AND ADOPTION, ORDINANCE 01-19, ESTABLISHING THE REGULATIONS AND PROCEDURES FOR THE REGISTRATION OF ALL OWNERS AND OPERATORS OF PRIVATE GROUNDWATER EXTRACTION FACILITIES WITHIN THE INDIAN WELLS VALLEY GROUNDWATER BASIN

9. DISCUSSION AND BOARD DIRECTION TO STAFF ON SEVERELY DISADVANTAGED COMMUNITIES (SDAC) PROGRAMS

Description: Staff to provide the Board with an update on the Residential and Commercial Rebate Program and the Water Audit, Leak Detection, and Repair Program for SDAC. Board to approve or take alternative action on how to proceed.

10. WATER RESOURCES MANAGER (WRM) REPORT

- a. Report on Proposition 1 Grant Status
- b. Report on Model Run 6.1 and 6.2
- c. Report on August PAC Meetings

11. UPDATE ON IWVGA FINANCES

12. UPDATE ON OUTREACH EFFORTS

13. BOARD QUESTIONS REGARDING POLICY ADVISORY COMMITTEE (PAC) AND TECHNICAL ADVISORY COMMITTEE (TAC) REPORTS

14. GENERAL MANAGER’S REPORT

- a. Report on IWVGA’s Water Marketer (Capitol Core Group)
- b. CCG Presentation on progress to-date

15. CLOSING COMMENTS

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

16. CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS (Government Code Section 54956.8) IWVGA Negotiator: Capitol Core Group

Negotiating with: Representatives of Antelope Valley-East Kern Water Agency, Mojave Water Agency, County of Plumas and Tulare Lake Basin Water Storage District. Real Property: Miscellaneous Imported Water Supplies

17. DATE AND TIME OF NEXT MEETING – September 19, 2019; 10:00 a.m.

18. ADJOURN

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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

Thursday, July 18, 2019; 10:00 a.m.

IWVGA Members Present:

Chairman Ron Kicinski, IWVWD	Don Zdeba, IWVGA General Manager
John Vallejo, Inyo County	James Worth, Legal Counsel
Mick Gleason, Kern County	Steve Johnson, Stetson Engineers
Scott Hayman, City of Ridgecrest	Commander Peter Benson, US Navy, DoD Liaison
Brian Ferwerda, Bureau of Land Management	Lauren Duffy, Clerk of the Board
Bob Page, San Bernardino County	

Meeting recording and public comment letters submitted are made available at:

<https://iwvga.org/iwvga-meetings/>

1. CALL TO ORDER:

The meeting is called to order by Chairman Kicinski at 9:59 a.m.

- a. The Pledge of Allegiance is led by Chairman Kicinski.
- b. Lauren Duffy calls the following roll call:

Director Vallejo	Present
Director Hayman	Present
Chairman Kicinski	Present
Director Page	Present
Vice Chair Gleason	Present

2. PUBLIC COMMENTS:

Sophia Merk comments the IWVGA still has not established a finance committee.

Pat Farris comments on a report published in 2011 by hydrogeologist James Jacobs with respect to seismic activity.

3. CONSENT AGENDA:

- a. Approve Minutes of Board Meeting June 20, 2019
- b. Approval of Resolution No. 04-19: Appointing Camille Anderson as PAC representative for Searles Valley Minerals (SVM)
- c. Approve Expenditures
 - i. \$7,790.54 – RWG Law
 - ii. \$28,870.22 and \$483.94 – DRI
 - iii. \$99,947.96 – Stetson Engineers
 - iv. \$871.50 – City of Ridgecrest
 - v. \$27,939.84 – Capitol Core Group

Don Zdeba states that Staff is looking for pre-approval of invoices, pending the arrival of the 2nd reimbursement from the Proposition 1 Grant. Current funds will cover all invoices except the current one from Stetson in the amount of \$99,947.96 and the Stetson invoice approved last month in the amount of \$104,714.33. Staff expects the reimbursement in early August.

Motion made by Bob Page and seconded by Mick Gleason to approve Minutes of Board Meeting June 20, 2019, Resolution No. 04-19: Appointing Camille Anderson as PAC Representative for Searles Valley Minerals, and the following expenditures in the amount of \$7,790.54 to RWG Law, \$28,870.22 and \$483.94 to DRI, \$99,947.96 to Stetson Engineers, \$871.50 to City of Ridgecrest, \$27,939.84 to Capitol Core Group. Motion unanimously carries by the following vote: (Ayes: Gleason, Hayman, Kicinski, Page, Vallejo. Nays: None. Abstain: None.)

4. BOARD REVIEW AND APPROVAL OF WELLNTEL INVOICE AND DISCUSSION ON HOW TO PROCEED:

Don Zdeba provides the Board with an overview of the staff report and Wellntel invoice included in the Board Packet.

The Board hears public comments from Don Decker, Judie Decker, and Skip Gorman.

Director Page asks if this agenda item, item #5, and #6 can be tabled until after the review of the IWVGA finances (agenda item #9). Board unanimously agrees to table this agenda item and move up agenda item #9 to discuss prior.

Item tabled and addressed after item #9.

UPDATE ON IWVGA FINANCES: Item No. 9 moved up for discussion.

Mr. Zdeba provides an update on the monthly IWVGA finances.

William “Ty” Staheli, Chief Financial Officer (CFO) of Indian Wells Valley Water District (IWVWD), presents a Pro Forma for the IWVGA through June 2020. (Included in packet.)

The Board discusses when Kern County and the City of Ridgecrest expect to be reimbursed; as of now there is no definite repayment schedule.

The Board hears public comments from Don Decker, Judie Decker, Raymond Kelso, and Stan Rajtora.

Discussion on Item No. 4, Wellntel Invoice continues.

Director Vallejo voices his concerns with approving to proceed with the Wellntel agreement.

Motion made by Mick Gleason and seconded by Scott Hayman to approve payment of the Wellntel invoice and to proceed with a one-year agreement of data collection. Motion carries by the following vote: (Ayes: Gleason, Hayman, Kicinski, Page. Nays: None. Abstain: Vallejo.)

5. DISCUSSION AND BOARD DIRECTION TO STAFF ON SEVERELY DISADVANTAGED COMMUNITITES (SDAC) WATER AUDIT, LEAK DETECTION, AND REPAIR PROGRAM:

Mr. Zdeba provides an overview of the staff report with respect to item #5 and #6, SDAC Programs.

Heather Steele, of Stetson Engineers, adds that she has been in contact with Jennifer Wong, of Department of Water Resources (DWR), discussing the possibility of extending the deadline for the SDAC programs (currently March 2020). Ms. Wong stated that it is very likely an extension may be granted until the end of 2020. The final decision would need to be made by an authority one level above Ms. Wong; however, Staff will request the extension and report back to the Board at the August meeting.

Ms. Steele clarifies the IWVGA would pay for the costs of the programs through the selected vendors and then file for reimbursement through DWR, versus the participants paying and waiting for reimbursement.

The Board unanimously agrees to accept Staff's recommendation to address the cashflow issue, contact the possible vendors for each SDAC program to discuss revising the scope of work and payment schedule, and provide a report to the Board at the August meeting.

The Board hears public comments from Judie Decker and Sophia Merk.

6. DISCUSSION AND BOARD DIRECTION TO STAFF ON SEVERELY DISADVANTAGED COMMUNITIES (SDAC) RESIDENTIAL AND COMMERCIAL REBATE PROGRAM:

Board discusses agenda item and directs staff under agenda item #5.

7. BOARD DISCUSSION AND APPROVAL OF RESOLUTION NO. 05-19: CAPITOL CORE GROUP TO PROCESS AND SUBMIT APPLICATION FOR WATERSMART GRANT:

Jim Worth, legal counsel, reads the staff report included in the Board packet.

Director Page suggests "or his designee" under Section 3, be removed from the Resolution, authorizing only the General Manager to accept the grant.

Motion made by Bob Page and seconded by Mick Gleason to approve Resolution No. 05-19 with the aforementioned revisions. Motion unanimously carries by the following roll call vote:

Director Vallejo	Aye
Director Hayman	Aye
Chairman Kicinski	Aye
Director Page	Aye
Vice Chair Gleason	Aye

Todd Tatum, of Capitol Core Group, confirms that time will be taken from tasks #1 and #3 from the original scope of work to allow for time to complete and submit application.

8. WATER REOURCES MANAGER REPORT: - Item tabled and addressed after item #13

a. Report/Discussion on Plan of Action and Milestones (POAM):

An updated version of the POAM was not available. Mr. Helsley comments that he believes after today's Closed Session, staff will be in a position to provide a revised schedule that doesn't follow the POAM quite as strictly. Steve Johnson explains the large amount of time and costs associated with updating the POAM with comparison to the amount of time left to develop a Groundwater Sustainability Plan (GSP).

b. Report on Proposition 1 Grant Status:

Staff received payment for Invoice #1 on June 26, 2019. Draft Invoice #2 was submitted to DWR on June 13, 2019. Staff received minor comments on Monday, July 15th, which they will address and resubmit a revised draft invoice for approval. Staff anticipates submitting draft Invoice #3 in August; which will cover April 2019 through June 2019.

Mr. Johnson speaks in-depth on the multiple uncertainties of the groundwater supply and storage within the Indian Wells Valley basin. He further explains that some form of supplemental imported water will be required. The timeline and availability of imported water also proves to be another uncertainty the IWVGA is faced with, which causes concern to staff and Board. He adds the importance of looking at the amount of basin storage available right now, based on technology they currently have, and conserve as much of that basin storage as possible while developing the GSP and going forward.

Mr. Johnson provides a detailed report on efforts made by staff at Stetson Engineers thus far and plans and goals going forward. Stetson is currently preparing for model run #6, which is a refined version of model run #4, and results will hopefully be available for presentation at the next TAC meeting.

The Board hears public comments from Nick Panzer, Joshua Nugent, Renee Westa-Lusk, Camille Anderson, and Derek Hoffman.

9. ADOPT ORDINANCE NO. 01-19: MANDATORY WELL REGISTRATION – First Reading:

Jim Worth provides a brief history on prior well registration requirements implemented by the IWVGA.

This Ordinance would require all wells, including de-minimis wells, to be registered by October 1, 2019. Prior to the beginning of the meeting, Staff conversed with Derek Hoffman, legal counsel for Meadowbrook, and it was suggested to remove the phrase “private” from the entire Ordinance and Registration Form, to avoid ambiguity.

Mr. Worth further comments that Staff also suggests the following edits, under section 4, final sentence: “...the Authority’s ~~General Manager~~” to read “...the Authority’s Water Resources Manager” and adding some form of the following sentence to section 8: “Likewise, if you receive groundwater from a public purveyor, you do not need to register”.

A motion is needed which requires three parts: 1) The Board would make a finding that this action is exempt pursuant to CEQA of code sections referenced in the staff report, 2) Reading the full title of the Ordinance and introducing it, and 3) Waiving the reading of the Ordinance and schedule the second reading to take place at the August Board Meeting.

The Board hears public comments from Judie Decker, Elaine Mead, Skip Gorman, Don Decker, Pat Farris, Nick Panzer, and Sarah Zegers.

Motion made by Mick Gleason and seconded by Scott Hayman to make a finding that the proposed Ordinance is exempt from further environmental review pursuant to CEQA guidelines section 15378.(b).(5) as it involves administrative activity that will not result in direct or indirect changes in the environment. In addition it has been determined that this action has been exempt from environmental review pursuant to CEQA guidelines section 15061(b).(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. and defer to Legal Counsel Jim Worth to introduce Ordinance 01-19 including aforementioned revisions and to waive reading the entire Ordinance No. 01-19 and set the second reading for August 15, 2019, at the Regular IWVGA Board Meeting. Motion carries by the following vote: (Ayes: Gleason, Hayman, Kicinski, Page, Vallejo. Nays: None. Abstain: None.)

Jim Worth introduces, by reading aloud its title, Ordinance No. 01-19: Establishing the Regulations and Procedures for the Registration of All Owners and Users of Groundwater Extraction Facilities Within the Indian Wells Valley Groundwater Basin.

10. UPDATE ON OUTREACH EFFORTS:

Chairman Kicinski comments that he met at a morning session with the Chamber of Commerce and discussed groundwater issues, as well as cleared up misinformation.

11. BOARD QUESTIONS REGARDING POLICY ADVISORY COMMITTEE (PAC) AND TECHNICAL ADVISORY COMMITTEE (TAC) REPORTS:

The Board asks PAC and TAC chairs questions with respect to their reports included in the Board Packet.

David Janiec, PAC Chair, states the PAC requests guidance from the Board for future meetings and tasks.

12. GENERAL MANAGER'S REPORT:

- a. Report on IWVGA's Water Marketer (Capitol Core Group)

Mr. Zdeba reads a summary of the project update memorandum provided by Capitol Core Group (CCG) and made available in the Board Packet, distributed to the Public and available online.

13. CLOSING COMMENTS:

Commander Benson provides an update on Section 313 funding from the National Defense Authorization Act (NDAA). It is currently at the secretariat level for consideration. He further comments that there is a possibility of three other projects coming to the basin to deal with energy, which include:

- Use of the Navy's solar array during an extensive power outage.
- Adding cybersecurity to their control systems for their utilities.
- Replacement of a 16" watermain as part of their production system.

Vice-chair Gleason thanked Mr. Johnson for his report and all of his and the staff's work. He further comments on transparency between the IWVGA and public.

Chairman Kicinski expresses his appreciation of the community and their actions following the recent earthquakes.

14. DATE AND TIME OF NEXT MEETING – August 15, 2019; 10:00 a.m.

With no further Board or Public comments, Chairman Kicinski recessed the meeting at 12:54 p.m. for a short break.

The meeting is reconvened into Closed Session at 1:03 p.m.

15. CLOSED SESSION:

- CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION (Government Code Section 54956.9(d)(2)(e)(1)) Number of cases: Two (2) Significant exposure to litigation in the opinion of the Board of Directors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the IWVGA but which are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

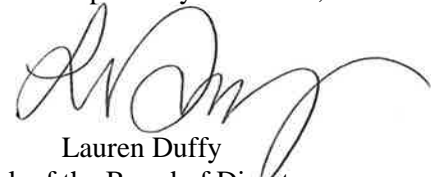
The meeting is called back into Open Session.

No action is taken which would require disclosure under the Brown Act.

16. ADJOURN:

Chairman Kicinski adjourns the meeting at 1:38 p.m.

Respectfully submitted,



Lauren Duffy
Clerk of the Board of Directors
Indian Wells Valley Groundwater Authority

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Invoice for Indian Wells Valley Water - Groundwater Sustainability

INVOICE TO

Indian Wells Valley Groundwater Authority
c/o City of Ridgecrest - City Clerk
100 W. California Ave
Ridgecrest, CA 93555

INVOICE NUMBER: CI-06-2474 A / 13 ✓
 DATE: 07/30/19
 AMOUNT: \$8,621.45 ✓
 TERMS: Due Upon Receipt

Contract/Grant/Agreement/Purchase Order Indian Wells Valley Grndwater Authority ✓ Contract Dated 5/23/18	Period Billed	
	From 6/1/2019	To 6/30/2019
Title: Indian Wells Valley Groundwater Authority / Groundwater Sustainability Plan - Model Coordination		
P.I.: Chapman, Jenny		
DRI Acct: AWD-06-00000423 / GR07189 RC0068 TAX ID #: 886000024		
Cost Elements/Services	Current	Cumulative

Indian Wells Valley - Groundwater Sustainability ✓

Salaries	8,350.59	206,971.31
Travel	270.86	5,982.19
Operating	0.00	12.00
Totals	<u>8,621.45</u>	<u>212,965.50</u>

Total Amount Due This Invoice 8,621.45 ✓

Budget Amount 239,934.00
 Invoiced to Date 212,965.50
 Budget Balance **26,968.50**

"I certify to the best of my ability that all expenditures reported are for appropriate purposes and in accordance with the provisions of the award documentation."

Sherril Schmidt 07/30/19
 Sherril Schmidt, Sponsored Research Specialist Date
 (775) 673-7404

Make Check Payable To: **Board of Regents** Mail Check To: Desert Research Institute
 Financial Services Office
 2215 Raggio Parkway
 Reno, Nevada 89512-1095

* Please return Invoice Copy with Check *



Jun-19

IWV - Groundwater Sustainability

GR07189

Position	Worker	Rate	Hours	Cost
Groundwater Modeler	Christopher Garner	106.70	0	0.00
Groundwater Modeler-SME	Karl Pohlmann	219.44	25	5,488.59
Hydrogeologist-SME	Jenny Chapman	237.98	12	2,862.00
Hourly Data Analyst	Austin Chapman	29.46	0	0.00
Groundwater Modeler	Susan Rybarski	77.67	0	0.00
Geochemist	Ron Hershey	176.60	0	0.00
Geomorphologist	Steve Bacon	126.22	0	0.00
Total Salaries & Fringe				8,350.59

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Invoice

County of Kern
 County Administrative Office
 1115 Truxton Ave., 5th Floor
 Bakersfield, CA 93301
 ATTN.: Mr. Alan Christensen

Invoice Number: 2652-23
Invoice Date: 08/06/19

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

Professional Services through 6/30/2019

Water Resources Management

01 - POAM No. 134 Prep & Attend Board,PAC & TAC Mtgs/Consult w/ Authority & Co

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	25.00	\$230.00	\$5,750.00
Supervisor I	55.00	\$200.00	\$11,000.00
Associate I	43.00	\$115.00	\$4,945.00
Associate III	2.75	\$105.00	\$288.75
Senior Assistant	15.00	\$100.00	\$1,500.00
Assistant I	14.25	\$95.00	\$1,353.75
<i>Professional Services Subtotal:</i>			<u>\$24,837.50</u>
			<u>Charge</u>
Reimbursables			
Reproduction (Color)			\$107.69
Commercial Travel			\$38.42
Mileage			\$525.48
Reproduction			\$15.90
<i>Reimbursables Subtotal:</i>			<u>\$687.49</u>
			<u>\$25,524.99</u>

02.01 - POAM No. 15,16 Prop 1 Grant Administration

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate III	2.00	\$105.00	\$210.00
<i>Professional Services Subtotal:</i>			<u>\$210.00</u>
<i>POAM No. 15,16 Prop 1 Grant Administration Subtotal:</i>			<u>\$210.00</u>

04.01 - POAM No. 54,55 Data Gaps

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	13.50	\$200.00	\$2,700.00
<i>Professional Services Subtotal:</i>			<u>\$2,700.00</u>
<i>POAM No. 54,55 Data Gaps Subtotal:</i>			<u>\$2,700.00</u>

04.02 - POAM No. 20 Data Management System

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	31.50	\$115.00	\$3,622.50
GIS Manager	12.50	\$115.00	\$1,437.50
Associate II	3.00	\$110.00	\$330.00
Assistant I	77.50	\$95.00	\$7,362.50
Administrative II	54.00	\$65.00	\$3,510.00
<i>Professional Services Subtotal:</i>			<u>\$16,262.50</u>



POAM No. 20 Data Management System Subtotal: \$16,262.50

05 - POAM No. 126 Project Management Costs & Schedule

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	11.50	\$200.00	\$2,300.00
Associate I	45.50	\$115.00	\$5,232.50
			<i>Professional Services Subtotal:</i>

POAM No. 126 Project Management Costs & Schedule Subtotal: \$7,532.50

05A - POAM No. 125 POAM

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	8.00	\$115.00	\$920.00
			<i>Professional Services Subtotal:</i>

POAM No. 125 POAM Subtotal: \$920.00

06 - POAM No. 36 IWVGW Basin 3rd Party Sustainability/Safe Yield Rev (GSP Compli

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	27.50	\$200.00	\$5,500.00
Associate I	2.00	\$115.00	\$230.00
			<i>Professional Services Subtotal:</i>

POAM No. 36 IWVGW Basin 3rd Party Sustainability/Safe Yield Rev (GSP Complia \$5,730.00

07 - POAM No. 82 IWVGW Basin Opptys & Constraints for Alt Imported Water Suppli

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	4.50	\$115.00	\$517.50
Senior Assistant	6.00	\$100.00	\$600.00
			<i>Professional Services Subtotal:</i>

POAM No. 82 IWVGW Basin Opptys & Constraints for Alt Imported Water Supplies \$1,117.50

07.01 - Imported Water RFP

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	9.50	\$230.00	\$2,185.00
Supervisor I	5.00	\$200.00	\$1,000.00
Senior Assistant	12.00	\$100.00	\$1,200.00
			<i>Professional Services Subtotal:</i>

Reimbursables	<u>Charge</u>
Mileage	\$29.00
<i>Reimbursables Subtotal:</i>	

Imported Water RFP Subtotal: \$4,414.00

08.05 - POAM No. 100 Projects and Management Actions

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Assistant	9.50	\$100.00	\$950.00
			<i>Professional Services Subtotal:</i>

POAM No. 100 Projects and Management Actions Subtotal: \$950.00

08.05.01 - Pumping Allocation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	7.50	\$230.00	\$1,725.00
Supervisor I	6.50	\$200.00	\$1,300.00
Senior Assistant	8.00	\$100.00	\$800.00
			<i>Professional Services Subtotal:</i>

Professional Services Subtotal: \$3,825.00



Pumping Allocation Subtotal: \$3,825.00

08.06 - POAM No. 102 Plan Implementation

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	3.50	\$200.00	\$700.00
Supervisor II	0.75	\$185.00	\$138.75
Associate III	1.50	\$105.00	\$157.50
Senior Assistant	28.50	\$100.00	\$2,850.00
GIS Specialist I	42.50	\$95.00	\$4,037.50
			<u>Professional Services Subtotal:</u>
			\$7,883.75

POAM No. 102 Plan Implementation Subtotal: \$7,883.75

08.08 - POAM No. 107 Develop Draft

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	3.00	\$230.00	\$690.00
Associate I	8.00	\$115.00	\$920.00
			<u>Professional Services Subtotal:</u>
			\$1,610.00

POAM No. 107 Develop Draft Subtotal: \$1,610.00

11.01 - POAM No. 56 Monitoring Wells - Planning

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	6.00	\$200.00	\$1,200.00
			<u>Professional Services Subtotal:</u>
			\$1,200.00

Reimbursables	<u>Charge</u>
Car Rental	\$279.14
Lodging	\$439.35
Meals	\$37.15
Other Expenses	\$26.92
<u>Reimbursables Subtotal:</u>	
\$782.56	

POAM No. 56 Monitoring Wells - Planning Subtotal: \$1,982.56

11.03 - POAM No. 64 Stream Gages - Planning

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	1.00	\$230.00	\$230.00
Supervisor II	15.00	\$185.00	\$2,775.00
Associate II	5.00	\$110.00	\$550.00
			<u>Professional Services Subtotal:</u>
			\$3,555.00

POAM No. 64 Stream Gages - Planning Subtotal: \$3,555.00

11.05 - POAM No. 78 Aquifer Tests

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	2.00	\$200.00	\$400.00
Assistant I	6.00	\$95.00	\$570.00
			<u>Professional Services Subtotal:</u>
			\$970.00

POAM No. 78 Aquifer Tests Subtotal: \$970.00

11.06 - POAM No. 74 Water Quality & Stable Isotope Sampling

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	4.00	\$200.00	\$800.00
GIS Manager	1.50	\$115.00	\$172.50
Associate II	1.50	\$110.00	\$165.00
Assistant I	6.75	\$95.00	\$641.25



11.06 - POAM No. 74 Water Quality & Stable Isotope Sampling

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
GIS Specialist I	6.50	\$95.00	\$617.50
<i>Professional Services Subtotal:</i>			<u>\$2,396.25</u>
<i>POAM No. 74 Water Quality & Stable Isotope Sampling Subtotal:</i>			<u>\$2,396.25</u>

11.07 - POAM No. 69 Weather Stations - Planning

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
GIS Specialist I	0.50	\$95.00	\$47.50
<i>Professional Services Subtotal:</i>			<u>\$47.50</u>
<i>POAM No. 69 Weather Stations - Planning Subtotal:</i>			<u>\$47.50</u>

12 - POAM No. 119 SDAC Projects; Water Conservation & Rebate Program

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Supervisor I	1.00	\$200.00	\$200.00
Senior Assistant	17.25	\$100.00	\$1,725.00
<i>Professional Services Subtotal:</i>			<u>\$1,925.00</u>
<i>POAM No. 119 SDAC Projects; Water Conservation & Rebate Program Subtotal:</i>			<u>\$1,925.00</u>

13 - POAM No. 120 SDAC Projects: Water Audit, Leak Detection & Leak Rpr Program

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Senior Assistant	25.25	\$100.00	\$2,525.00
<i>Professional Services Subtotal:</i>			<u>\$2,525.00</u>
<i>POAM No. 120 SDAC Projects: Water Audit, Leak Detection & Leak Rpr Program S</i>			<u>\$2,525.00</u>

14 - POAM No. 139 Pumping Assessment Support

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	12.50	\$115.00	\$1,437.50
<i>Professional Services Subtotal:</i>			<u>\$1,437.50</u>
<i>POAM No. 139 Pumping Assessment Support Subtotal:</i>			<u>\$1,437.50</u>

16 - Brackish Water Study Coordination

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Principal	2.00	\$230.00	\$460.00
<i>Professional Services Subtotal:</i>			<u>\$460.00</u>
<i>Brackish Water Study Coordination Subtotal:</i>			<u>\$460.00</u>

17 - Navy-COSO

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	0.75	\$115.00	\$86.25
<i>Professional Services Subtotal:</i>			<u>\$86.25</u>
<i>Navy-COSO Subtotal:</i>			<u>\$86.25</u>

18 - Wellntel Coordination

Professional Services	<u>Bill Hours</u>	<u>Bill Rate</u>	<u>Charge</u>
Associate I	1.25	\$115.00	\$143.75
<i>Professional Services Subtotal:</i>			<u>\$143.75</u>
<i>Wellntel Coordination Subtotal:</i>			<u>\$143.75</u>

Water Resources Management Subtotal: \$94,209.05

***** Invoice Total *****

\$94,209.05



REIMBURSABLE SUMMARY

County of Kern
 County Administrative Office
 1115 Truxtun Ave., 5th Floor
 Bakersfield CA 93301
 ATTN.: Mr. Alan Christensen

Invoice Number: 2652-23
Invoice Date: 08/6/19

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

Manager: Stephen Johnson
 Professional Services through 6/30/2019

Water Resources Management

01 - POAM No. 134 Prep & Attend Board,PAC & TAC Mtgs/Consult w/ Authority & Committees to Dev GSP

Reimbursables

Description	Date	Units	Unit Rate	Charge	Notes
Commercial Travel	06/06/2019	1.00	\$19.21	\$19.21	
Commercial Travel	06/06/2019	1.00	\$19.21	\$19.21	
Mileage	06/06/2019	280.00	\$0.58	\$162.40	
Mileage	06/20/2019	324.00	\$0.58	\$187.92	
Mileage	06/27/2019	302.00	\$0.58	\$175.16	
Reproduction	06/30/2019	105.00	\$0.15	\$15.75	
Reproduction	06/30/2019	1.00	\$0.15	\$0.15	
Reproduction (Color)	06/30/2019	121.00	\$0.89	\$107.69	
				\$687.49	

POAM No. 134 Prep & Attend Board,PAC & TAC Mtgs/Consult w/ Authority & Committees \$687.49

07.01 - Imported Water RFP

Reimbursables

Description	Date	Units	Unit Rate	Charge	Notes
Mileage	06/19/2019	50.00	\$0.58	\$29.00	
Imported Water RFP Sub-Total:				\$29.00	

11.01 - POAM No. 56 Monitoring Wells - Planning

Reimbursables

Description	Date	Units	Unit Rate	Charge	Notes
Other Expenses	06/18/2019	1.00	\$26.92	\$26.92	Flash drive purchase
Meals	06/26/2019	1.00	\$5.55	\$5.55	
Meals	06/26/2019	1.00	\$10.66	\$10.66	
Car Rental	06/27/2019	1.00	\$29.62	\$29.62	
Meals	06/27/2019	1.00	\$5.39	\$5.39	
Car Rental	06/28/2019	1.00	\$106.54	\$106.54	
Car Rental	06/28/2019	1.00	\$36.97	\$36.97	
Lodging	06/28/2019	1.00	\$229.19	\$229.19	
Lodging	06/28/2019	1.00	\$210.16	\$210.16	
Meals	06/28/2019	1.00	\$4.85	\$4.85	
Meals	06/28/2019	1.00	\$10.70	\$10.70	
Car Rental	06/29/2019	1.00	\$26.47	\$26.47	
Car Rental	06/29/2019	1.00	\$79.54	\$79.54	
POAM No. 56 Monitoring Wells - Planning Sub-Total:				\$782.56	

POAM No. 56 Monitoring Wells - Planning Sub-Total: \$782.56

China Lake Inn

400 S. China Lake Blvd.
Ridgecrest, CA 93555



(760) 371-2300

bwridgecrestreservations@gmail.com

ASNN99-BAFNF-37L-N97PLN9-99LSF

06/28/2019 05:17 AM

Loyalty Club: 600663-75913-81488 Blue

Room # 221-A

Conf # 139321468-01

Registered To:

Arrival 06/26/19

Departure 06/28/19

Weedman, Nichole
2319 PASEO DE LAURA
APT 18
OCEANSIDE, CA 92056

Room Type K -KING N/S

Guests 1 / 0

Payment Discover

(217) 853-5318

Acct XXXX-XXXX-XXXX-2171

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
06/26/19	JE	RC	ROOM CHARGE			\$103.49
06/26/19	JE	9	ROOM TAX			\$10.35
06/26/19	JE	97	Tourism Improv. Assessment Tax			\$3.10
06/26/19	JE	98	California Tourism Fee			\$0.20
06/27/19	JE	RC	ROOM CHARGE			\$98.99
06/27/19	JE	9	ROOM TAX			\$9.90
06/27/19	JE	97	Tourism Improv. Assessment Tax			\$2.97
06/27/19	JE	98	California Tourism Fee			\$0.19
06/28/19	JE	DC	PAYMENT DISCOVER		2171 - 02615R	\$229.19-
Balance Due						\$0.00

Signature

7/2/2019

Gmail - ENTERPRISE RENTAL AGREEMENT 66VNMS



Nichole Weedman <nrweedman1992@gmail.com>

ENTERPRISE RENTAL AGREEMENT 66VNMS

1 message

Customerservice@enterprise.com <Customerservice@enterprise.com>
To: nrweedman1992@gmail.com

Sat, Jun 29, 2019 at 9:31 AM

ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, 1060 AUTO CENTER CT STE M, CARLSBAD, CA 920084321 (760) 931-1111

RENTAL AGREEMENT REF#
256121 66VNMS

SUMMARY OF CHARGES

RENTER
WEEDMAN, NICHOLE

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	06/26 - 06/28	2	DAY	\$35.61	\$71.22
REFUELING CHARGE	06/26 - 06/28				\$0.00
Subtotal:					\$71.22

DATE & TIME OUT
06/26/2019 07:33 AM

Taxes & Surcharges					
SALES TAX	06/26 - 06/28			7.75%	\$5.52
VEHICLE LICENSE	06/26 - 06/28	2	DAY	\$1.40	\$2.80
RECOVERY FEE					
Total Charges:					\$79.54

DATE & TIME IN
06/28/2019 07:00 AM

BILLING CYCLE
24-HOUR

Bill-To / Deposits
DEPOSITS (\$79.54)

VEH #1 2018 NISN SENT 4DSV
VIN# 3N1AB7AP5JL642725
LIC# 8DBW854

Total Amount Due \$0.00

MILES 1095
DRIVEN

PAYMENT INFORMATION		
AMOUNT PAID	TYPE	CREDIT CARD NUMBER
\$79.54	Discover	xxxxxxxxxxx2171

RATE SOURCE ACCOUNT
ENTERPRISE PLUS

Little Caesars

Adelanto, Ca
Store ID 00302-00009
Phone 760-530-1708

Order #3016974
NICHOLE WEEDMAN

Wed, Jun 26, 2019 05:40pm
Your Cashier Today is Julia R.

SALE

Item	Price
Classic Pepperoni	\$5.55

Item Count	1
Taxable Total	\$5.55

Sales Tax	\$0.43
Total	\$5.98

Account: Discover*****2171

Cardholder: NICHOLE WEEDMAN
Result: CAPTURED

Authorization Code: 02671R
Approved Amount: 5.98

Application Label: Discover
Chip Indicator: Chip Read

CVM: SIGNATURE

Sequence #001-44516-0

TVR: 0000001000

TSI: E800

AID: A0000001523010

IAD: 01056080038000

ARC: 00

TID: 012

Mode: issuer

STATER BROS.

Where You Always
GET MORE...FOR LESS!™

Adelanto
(760) 245-7705
***** MANAGER *****
Jeremy Young
Store # 176

Cashier: Daniel Z

06/26/19 17:38:36

JUSTINS P/B CUPS	1.99 F
FIJI WATER	2.29 F
-CA REDEM ² VA	.10 F
FIJI WATER	2.29 F
-CA REDEM ² VA	.10 F
COCA-COLA ZERO	1.99 TF
-CA REDEM ² VA	.05 TF
TRIDENT ORIGINAL	1.59 F
NO BAGS	.00
POLY REUSABLE BAG	.10
SUBTOTAL	10.50
TOTAL TAX	.16
TOTAL DJE	10.66
Discover TENDER	10.66

CASH CHANGE .00

Number OF ITEMS 10

Stater Bros. Markets
Store # 176
***** Electronic Payment Activity *****
SALE

MID: LK389263
TID: 389263

06/26/2019 17:39:04
Entry Method: Chip
Seq #: 039394
Approval Code: 02696R

Discover Credit
CARD #: XXXXXXXXXXXX2171
AID: A0000001523010
TVR: 0000008000
IAD: 0105AC0003000301E0300000000000
00000
TSI: E800 ARC: 02696R
TC: F84C9CC9C3E3C6FF
RRN: 039394

Total: USD\$ 10.66

APPROVED BY ISSUER

06/26/19 Oper # 15427 Trx # 427
17:39:09 Term # 3 Store #176

PLEASE RETAIN RECEIPT FOR ALL REFUNDS

Ticket # 1144440 6/28/19 7:31 am
Reg: 1 Store: 1000 Clerk: HNV

Beanster's Espresso
1601 Triangle Drive
Ridgecrest, CA 93555
760-446-2320

Quantity		Extended Price
1	Mocha Medium	\$4.85
	Taxable Total:	\$0.00
	Non-Taxable Total:	\$4.85
	Tax Amount:	\$0.00
	Order Grand Total:	\$4.85
	Credit Card Tendered:	\$4.85
	Change Due:	\$0.00

MERCHANT ID: *****7751
CLERK ID: HNV

SALE

DISCOVER *****2171
ENTRY METHOD: CHIP
DATE: 06/28/2019 TIME: 07:31:02

INVOICE: 378731
REFERENCE: 0005
AUTH CODE: 02894R

AMOUNT	USDS 4.85
	=====
TOTAL	USDS 4.85

APPROVED - THANK YOU

I AGREE TO PAY THE ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

Tip 15% 0.73 18% 0.87 20% 0.97

Tip _____

Total _____

x _____
Cardholder Signature

APPLICATION LABEL: Discover Credit
.AID: A0000001523010
.TVR: 0000008000
.IAD: 01056080038000001E0300000000000000
.TSI: E800
.ARC: 00
.CVM: SIGN

Thank You, Have an awesome day!!

STARBUCKS Store #10429
14136 US Hwy 395
Adelanto, CA (760) 530-9252

CHK 660587
06/28/2019 03:10 PM
2564317 Drawer: 1 Reg: 2

Vt Vancrm Cold Brw	4.25
Trky Pesto Panini	6.45
Sbux Card	10.70
XXXXXXXXXXXX0629	

Subtotal	\$10.70
Total	\$10.70
Change Due	\$0.00

----- Check Closed -----
06/28/2019 03:10 PM

SBUX Card x0629 New Balance: 11.93
Card is registered.

Join our loyalty program
Starbucks Rewards®
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

THE BARN INYO KERN
00203080
6260 HWY 178
INYO KERN, CA
06/28/2019 577706458
01:32:59 PM

XXXXXXXXXXXX2171
DISCOVER
INVOICE E/8007945
AUTH 02854R

PUMP# 5
UNLEAD REG CR 9.020G
PRICE/GAL \$4.099

FUEL TOTAL \$ 36.97

CREDIT \$ 36.97

Swiped

Get rewarded on
every fill-up at
Chevron with a
Techron Advantage
card. See app
for details.

See back of receipt for your chance
to win \$1000 ID #:7N69W3KB49B



760-371-4974 Mgr: RYAN WEISSROCK
201 EAST BOVHAN ROAD
RIDGECREST, CA 93555

ST# 01600	OP# 004931	TE# 12	TR# 01900
EQUATE POUF	068113114584		0.97 X
WB PADDLE B/L	073665894675		9.94 X
EQUATE MUR	068113105076		0.97 X
SOCT EQUAT	068113110810		0.97 X
SLK DRES CAB	076180904507		0.98 X
GATORADE	005200020842	F	4.98 N
CRV FEE	068113154418	F	0.40 0
	SUBTOTAL		19.21
	TAX 1	8.250 %	1.14
	TOTAL		20.35
	DISCU TEND		20.35

Discover Credit *** **** **** 2171 I 1
APPROVAL # 02797R
REF # 917800745366
AID #0000001523010
TC #4906AC6366955A2
TERMINAL # SC010135
*NO SIGNATURE REQUIRED

06/27/19 06:55:16

CHANGE DUE 0.00

ITEMS SOLD 7

TC# 5689 7398 8879 0746 871



Low Prices You Can Trust. Every Day.
06/27/19 06:55:16

CUSTOMER COPY

Scan with Walmart app to save receipts



Rowley Chevron
00205615
2191 E Vista Way
Oceanside, CA

06/29/2019 334645440
09:18:17 AM

XXXXXXXXXXXX2171
DISCOVER
INVOICE E/1536776
AUTH 02929R

PUMP# 2
UNLEAD REG 6.350G
PRICE/GAL \$4.169

FUEL TOTAL \$ 26.47

Total = \$ 26.47

CREDIT \$ 26.47
Swiped

Get rewarded on
every fill-up at
Chevron with a
Techron Advantage
card. See app
for details.

SALES RECEIPT



Purchased: 06/05/2019 8:36 PM PT Thank you for your purchase.

1. Retain this receipt for your records.
2. Print the attached eTicket and carry during your trip.

Merchant ID 007461 Massachusetts Ave NW Washington, DC 20001800-USA-RAILAmtrak.com

Reservation Number - A83BBD OCEANSIDE, CA - FULLERTON, CA (One-Way) JUNE 5, 2019

Billing Information

JEAN MORAN3020 BRIDGEWAY 405 SAUSALITO, CA 94965

Visa ending in 4915 (Purchase) Authorization Code 003642

Total \$19.21

Purchase Summary - Ticket Number 1560746159997

Train 561: OCEANSIDE, CA - FULLERTON, CA Depart 4:53 AM, Thursday, June 6, 2019

1 UNRESERVED COACH SEAT

\$19.21

Ticket Terms & Conditions NO TVL 19-21 APR 19, 24-27 MAY 19, 30 AUG 19-02 SEP 19, 26-28 NOV 19, 30 NOV 19-2 DEC 19, 23- SENIOR CITIZEN 65 YRS OR OLDER - ID REQUIRED

Subtotal

\$19.21

Total Charged by Amtrak

\$19.21

Passengers

Jean Moran

Important Information

Tickets are non-transferable. Changes to your itinerary may affect your fare. Refund and exchange restrictions and penalties for failure to cancel unwanted travel may apply. If your travel plans change, contact us before departure to change your reservation. If you do not board your train, your entire reservation from that point will be canceled. If you board a different train without notifying us, you will have to pay for it separately; the conductor cannot apply the money paid for your prior reservation. For more information please visit Amtrak.com/changes.

SALES RECEIPT



Purchased: 06/06/2019 6:05 PM PT Thank you for your purchase.

1. Retain this receipt for your records.
2. Print the attached eTicket and carry during your trip.

Merchant ID 006001 Massachusetts Ave NW Washington, DC 20001800-USA-RAILAmtrak.com

Reservation Number - A92505 FULLERTON, CA - OCEANSIDE, CA (One-Way) JUNE 6, 2019

Billing Information

JEAN MORAN3020 BRIDGEWAYS AUSA LITO, CA 94965

Visa ending in 4915 (Purchase) Authorization Code 080517

Total \$19.21

Purchase Summary - Ticket Number 1570600144340

Train 590: FULLERTON, CA - OCEANSIDE, CA Depart 7:52 PM, Thursday, June 6, 2019

1 UNRESERVED COACH SEAT

\$19.21

Ticket Terms & Conditions NO TVL 19-21 APR 19, 24-27 MAY 19, 30 AUG 19-02 SEP 19, 26-28 NOV 19, 30 NOV 19-2 DEC 19, 23- SENIOR CITIZEN 65 YRS OR OLDER - ID REQUIRED

Subtotal

\$19.21

Total Charged by Amtrak

\$19.21

Passengers

Jean Moran

Important Information

Tickets are non-transferable. Changes to your itinerary may affect your fare. Refund and exchange restrictions and penalties for failure to cancel unwanted travel may apply. If your travel plans change, contact us before departure to change your reservation. If you do not board your train, your entire reservation from that point will be canceled. If you board a different train without notifying us, you will have to pay for it separately; the conductor cannot apply the money paid for your prior reservation. For more information please visit Amtrak.com/changes.

STAPLES

3146B Sports Arena Blvd.
San Diego, CA 92110
(619) 523-6005

SALE 1936722 1 001 97317
0647 06/18/19 06:35

QTY SKU PRICE

2682

1 HP S700 500GB INTE *
191628457243 54.99

Instant Savings <-48.25>

2652

1 PNY 2PK 16GB MCFOS
751492564010 24.99

2682

1 HP S700 250GB INTE *
191628457236 34.99

Instant Savings <-32.25>

SUBTOTAL 114.97

Standard Tax 7.7500% 8.91

TOTAL \$123.88

VISA CREDIT USD\$123.88

Card No.: XXXXXXXXXXXX4915 [C]

Chip Read

Auth No.: 083532

AID.: A0000000031010

Job 2682

Plus tax

\$1.93

Total

\$26.92

Job 2682 subtract

26.92 from 6/18

receipt = \$96.96

and add \$16.16

from 6/19 receipt

= \$113.12

2682

STAPLES

3146B Sports Arena Blvd.
San Diego, CA 92110
(619) 523-6005

EXCHANGE 1916859 10 008 49828
0647 06/19/19 10:21

QTY SKU PRICE

***** START RETURN *****

Original transaction information:

REG: 1 TRANS: 97317

DATE: 06/18/19 STORE: 647

1 HP S700 500GB INTE *
191628457243 -54.99

Discount Amount <48.25>

1 HP S700 250GB INTE *
191628457236 -34.99

Discount Amount <32.25>

***** END RETURN *****

1 LEXAR 256GB S75 US
843367111640 79.99

110% Price Guarantee \$54.99 -27.50

1 LEXAR 256GB S75 US
843367111640 79.99

110% Price Guarantee \$54.99 -27.50

SUBTOTAL 15.00

Standard Tax 7.7500% 1.16

TOTAL \$16.16

VISA CREDIT USD\$16.16

Card No.: XXXXXXXXXXXX4915 [C]

Chip Read

Auth No.: 092123

AID.: A0000000031010

TOTAL ITEMS 2

Staples brand products.
Below Budget. Above Expectations.

THANK YOU FOR SHOPPING AT STAPLES !

Shop online at www.staples.com

From: Customerservice@enterprise.com
To: [Jean Moran](#)
Subject: ENTERPRISE RENTAL AGREEMENT 677WFD
Date: Friday, June 28, 2019 4:56:43 PM

ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, 437 NORTH CHINA LAKE
 BLVD., RIDGECREST, CA 935553629 (760) 384-2816

RENTAL AGREEMENT REF#
 156159 677WFD

SUMMARY OF CHARGES

RENTER
 MORAN, JEAN

DATE & TIME OUT
 06/27/2019 07:45 AM

DATE & TIME IN
 06/28/2019 04:52 PM

BILLING CYCLE
 24-HOUR

VEH
#1 2019 NISN FROC SV2W
 VIN# 1N6AD0ER7KN734072
 LIC# 03709R2
 MILES DRIVEN 116

RATE SOURCE ACCOUNT
 ENTERPRISE PLUS

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	06/27 - 06/28	2	DAY	\$47.50	\$95.00
REFUELING CHARGE	06/27 - 06/28				\$0.00
Subtotal:					\$95.00
Taxes & Surcharges					
SALES TAX	06/27 - 06/28			8.25%	\$7.84
VEHICLE LICENSE	06/27 - 06/28	2	DAY	\$1.85	\$3.70
RECOVERY FEE					
Total Charges:					\$106.54
Bill-To / Deposits					
DEPOSITS					(\$106.54)

Total Amount Due **\$0.00**

PAYMENT INFORMATION		
AMOUNT PAID	TYPE	CREDIT CARD NUMBER
\$106.54	Visa	xxxxxxxxxxxx4915



Quality Inn (CA022)

507 S. China Lake Blvd.
Ridgecrest, CA 93555
(760) 375-9732
GM.CA022@choicehotels.com

Account: 659847134

Date: 6/29/19

Room: 107 LMAN1

Arrival Date: 6/26/19

Departure Date: 6/29/19

Check In Time: 6/26/19 9:47 PM

Check Out Time: 6/29/19 6:41 AM

Rewards Program ID: GP-JMM7186

You were checked out by: jfaria

You were checked in by: gm

Total Balance Due: \$0.00

MORAN, JEAN

PO BOX 881

PO BOX 881

SAUSALITO, CA 94965

Post Date	Description	Comment	Amount
6/26/19	Room Charge	#107 MORAN, JEAN	\$92.99
6/26/19	Occupancy Tax		\$9.30
6/26/19	RTID Assessment		\$2.79
6/27/19	Room Charge	#107 MORAN, JEAN	\$92.99
6/27/19	Occupancy Tax		\$9.30
6/27/19	RTID Assessment		\$2.79
6/28/19	Room Charge	#107 MORAN, JEAN	\$92.99
6/28/19	Occupancy Tax		\$9.30
6/28/19	RTID Assessment		\$2.79
6/29/19	Visa Payment		(\$315.24)
		XXXXXXXXXXXXXXXX4915	

Folio Summary 6/26/19 - 6/29/19

Room Charge	\$278.97
Occupancy Tax	\$27.90
RTID Assessment	\$8.37
Visa Payment	(\$315.24)
Balance Due:	\$0.00

This rate is eligible for partner rewards. If this rate is changed, you may no longer be entitled to Choice Privileges points.

2 days = \$210.16
June 26 and June 27



Congratulations. You are earning Choice Privileges Points for this stay.

~~ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, 437 NORTH CHINA LAKE
BLVD., RIDGECREST, CA 935553629 (760) 384-2816~~

RENTAL AGREEMENT **REF#**
156159 677WFD

RENTER
MORAN, JEAN

SUMMARY OF CHARGES

DATE & TIME OUT
06/27/2019 07:45 AM
DATE & TIME IN
06/28/2019 04:52 PM
BILLING CYCLE
24-HOUR

CAR CLASS CHARGED
SPAR

VEH #1 2019 NISN FROC SV2W
VIN# 1N6ADOER7KN734072
LIC# 03709R2
MILES DRIVEN 116
CAR CLASS: SPAR

RATE SOURCE ACCOUNT
ENTERPRISE PLUS

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	06/27 - 06/28	2	DAY	\$47.50	\$95.00
REFUELING CHARGE	06/27 - 06/28				\$0.00
Subtotal:					\$95.00
Taxes & Surcharges					
SALES TAX	06/27 - 06/28			8.25%	\$7.84
VEHICLE LICENSE RECOVERY FEE	06/27 - 06/28	2	DAY	\$1.85	\$3.70
Total Charges:					\$106.54
Bill To / Deposits					
DEPOSITS					(\$106.54)
Total Estimated Amount Due					\$0.00

PAYMENT INFORMATION
AMOUNT PAID **TYPE**
\$106.54 Visa

CREDIT CARD NUMBER
xxxxxxxxxxxx4915

EASY STOP MARKET AND LIQ., 1
1501 N CHINA LAKE
RIDGECREST, CA 93555

06/27/2019 8:02:19 AM
Register: 2 Trans #: 8366 Op ID: 1234
Your cashier: TEST

REGULAR CA PUMP#2
8.008 GAL @ \$ 3.699/GAL \$29.62 99

Subtotal = \$29.62
Tax = \$0.00

Total = **\$29.62**

Change Due = \$-10.38

Cash \$40.00

THANK YOU FOR STOPPING BY!!!
SERVING THE COMMUNITY FOR OVER 20 YEARS

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City of Ridgecrest

100 West California Avenue
Ridgecrest, CA 93555
Phone (760) 499-5002 Fax (760) 499-1500
www.ridgecrest-ca.gov

TO: IWV Groundwater Authority
PO Box 1329
Ridgecrest, CA 93556-1329

Invoice Date: 8/7/2019

ATTN: Lauren Duffy, Secretary

Event: PAC / TAC Meetings - August 1, 2019

Description	Account Distribution	Unit Price	Total Price
10 hours pre video setup, video, post video setup		\$83.00	\$ 830.00
Total Amount Due			\$ 830.00

Please make payable to:

City of Ridgecrest

Credit Card Payments:

Please contact Ricca Charlon @ 760-499-5002

Mail to:

City of Ridgecrest
ATTN: Ricca Charlon
100 W. California Ave.
Ridgecrest, CA 93555

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CAPITOL
CORE
GROUP

Capitol Core Group, Inc.
205 Cartwheel Bend (Operations Dept.)
Austin, TX 78738 US
949.274.9605
operations@capitolcore.com
www.capitolcore.com

BILL TO

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

Invoice 2019-037

DATE 08/02/2019 **TERMS** Net 45

DUE DATE 09/16/2019

DATE	ACCOUNT SUMMARY	AMOUNT
07/01/2019	Balance Forward	\$49,799.83
	Payments and credits between 07/01/2019 and 08/02/2019	-49,799.83
	New charges (details below)	27,800.00
	Total Amount Due	\$27,800.00

ACTIVITY	HOURS	RATE	AMOUNT
Charges			
Task 1 -- Determination and Secure Sources of Imported Water Supplies			
Strategic Communications:Water Procurement Assistance	2	250.00	500.00
Technical Memo Development, week of Jul 1-7, 2019 {Partner, Tatum}			
Strategic Communications:Water Procurement Assistance	8	250.00	2,000.00
Technical Memo Development, week of July 8-14, 2019 {Partner, Tatum}			
Strategic Communications:Water Procurement Assistance	6	250.00	1,500.00
Technical Memo Development, week of July 15-21, 2019 {Partner, Tatum}			
Strategic Communications:Water Procurement Assistance	12	250.00	3,000.00
Technical Memo Development, week of July 22-28, 2019 {Partner, Tatum}			
Strategic Communications:Water Procurement Assistance	3	250.00	750.00
Technical Memo Development, week of July 29-31, 2019 {Partner, Tatum}			
Strategic Communications:Water Procurement Assistance	30	225.00	6,750.00
Technical Memo Development and Finalization -- July 2019 {SVP, Simonetti}			
Total Task 1 = \$14,500.00 (61 Hours)			
Task 3 -- Identification and Secure Potential Funding Sources			
Government Relations:Federal Legislative Affairs	0.25	150.00	37.50
Federal Direct Lobbying: Bureau of Reclamation Follow-up {Sr. Ad, Newman}			
Government Relations:Federal Legislative Affairs	1.25	150.00	187.50
Federal Direct Lobbying: Meeting Request and follow-ups with Senator Inhofe {Sr. Ad, Newman}			

ACTIVITY	HOURS	RATE	AMOUNT
Government Relations:Federal Legislative Affairs Federal Direct Lobbying: Senate Energy and Natural Resource Committee Hearing -- Feinstein legislation {Sr. Ad, Newman}	2.50	150.00	375.00
Government Relations:Federal Legislative Affairs Federal Direct Lobbying: Follow-up on June meetings provide requested information various offices {Sr. Ad, Newman}	1.25	150.00	187.50
Government Relations:Federal Legislative Affairs Federal Direct Lobbying: Review/Summary HR 2500 and HR 5500 to identify SGMA Compliance provisions and Water Security authority {Sr. Ad, Newman}	1	150.00	150.00
Government Relations:Federal Legislative Affairs Federal Direct Lobbying: DOD Andreas Mueller {Sr. Ad, Newman}	1	150.00	150.00
Government Relations:Federal Legislative Affairs Reporting: After Action Report Development {Sr. Ad, Newman}	3	150.00	450.00
Government Relations:Federal Legislative Affairs Federal Direct Lobbying: DOD meeting {Partner, McKinney}	1.50	250.00	375.00
Government Relations:Federal Legislative Affairs Reporting: After Action Report {Partner, McKinney}	4.50	250.00	1,125.00
Government Relations:Federal Legislative Affairs Reporting: After Action Reports {SVP, Simonetti}	6	225.00	1,350.00
Government Relations:Grant Advisory Services BOR WaterSMART Grant -- Budget development, narrative, boilerplate development and review {Partner, McKinney}	8	250.00	2,000.00
Government Relations:Grant Advisory Services BOR WaterSMART Grant -- Application development, boilerplate development, submittal, management, and review {SVP, Simonetti}	28.50	225.00	6,412.50
Total Task 3 = \$12,800.00 (58.75 hours)			
Task 4 -- Board Meetings, Staff Meetings, and Reporting			
Government Relations:Public Affairs IWVGA Board Meeting July 18 {Partner, Tatum}	2	250.00	500.00
Total Task 4 = \$500.00 (2 hours)			

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

TOTAL OF NEW CHARGES

27,800.00

TOTAL DUE

\$27,800.00

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IWVGA ADMINISTRATIVE OFFICE

MEMORANDUM

TO: IWVGA Board Members **DATE:** August 15, 2018
FROM: Phillip Hall, IWVGA Staff
SUBJECT: Resolution 06-19 – Resolution Adopting a Groundwater Extraction Owner and User Registration Form.

DISCUSSION

The attached Resolution formally adopts a Groundwater Extraction Owner and User Registration Form in compliance with Authority Ordinance No 01-19. As provided for in that Ordinance, all owners and users of Groundwater Extraction Facilities within the Indian Wells Valley Groundwater Basin must register with the authority through the use of the attached form. This form is not required if the property owner receives water from a public purveyor so long as that owner does not also own or receive water from a non-public purveyor's Groundwater Extraction Facility.

RECOMMENDATION

Adopt Resolution.

BEFORE THE BOARD OF DIRECTORS INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

In the matter of:

Resolution No. 06-19

RESOLUTION ADOPTING A GROUNDWATER EXTRACTION OWNER AND USER REGISTRATION FORM

I, Lauren Duffy, Secretary of the Board of Directors for the Indian Wells Valley Groundwater Authority, do certify that the following resolution, on motion of Director _____, seconded by Director _____, was duly passed and adopted by the Board of Directors at an official meeting this 15th day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Secretary of the Board of Directors
Indian Wells Valley Groundwater Authority

WHEREAS:

(a) The comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“SGMA”) initially became effective on January 1, 2015.

(b) The stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.

(c) SGMA further provides for and anticipates that the local groundwater agencies and federal governmental entities overlying a basin will form Groundwater Sustainable Agencies (“GSAs”) for the

purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans (“GSPs”) for the basin.

(d) The Indian Wells Valley Groundwater Authority (“Authority”) was formed for the purpose of cooperatively carrying out the requirements of SGMA, including, but not limited to, the funding, development, adoption and implementation of a GSP that achieves groundwater sustainability in the Indian Wells Valley Groundwater Basin (“Basin”), which is designated as basin number 6-54 in Department of Water Resources’ Bulletin No. 118.

(e) The Indian Wells Valley Groundwater Authority (“Authority”) is the exclusive GSA for the Basin.

(f) The Authority has adopted Ordinance No 01-19 which in relevant part requires that all owners and users of Groundwater Extraction Facilities within the Indian Wells Valley Groundwater Basin register their use with the Authority.

(g) The data in the attached form is requested and needed for the benefit of GSP drafting and implementation and as a result the failure to properly fill out the form and file it with the Authority could have detrimental impacts on the owner and/or user in the GSP.

(h) The Authority has reviewed and considered the environmental impacts of this action and concluded that this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment.

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

Section 1. This Board finds that the recited facts are true and that it has the jurisdiction to consider, approve, and adopt this Resolution.

Section 2. This Board finds that the this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment.

Section 3. Groundwater Extraction Owner and User Registration Form. The attached Groundwater Extraction Owner and User Registration Form is hereby adopted as the registration form to be used in accordance with the requirements of Authority Ordinance No 01-19.

Section 4. Violations. Anyone that violates any provision of this Resolution shall be subject to possible civil penalties and civil action by the Authority. The Authority’s civil penalties and civil action rights are an additional right to those rights which may otherwise be prescribed to the Authority by Law. Additionally, as these forms will be used in the development and implementation of the GSP, any violations of this Resolution or Ordinance No 01-19 could have detrimental impacts on the owner and/or user in GSP.

Section 5. Severability. Should any provision of this Resolution, or its application, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise invalid, that determination shall have no effect on any other provision of this Resolution to that end, the provisions hereof are severable.

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

GROUNDWATER EXTRACTION OWNER AND USER REGISTRATION FORM

General Information

In order to properly adopt, implement and administer the Basin's Groundwater Sustainability Plan (GSP), the Indian Wells Valley Groundwater Authority (Authority) has determined that it needs to obtain the following information from all owners and users of private groundwater extraction wells within the Indian Wells Valley Groundwater Basin (Basin). As a result, the Authority must require all owners and users of private groundwater extraction wells to register with the Authority by no later than October 1, 2018.

Please fill this Form out very carefully and seek assistance from the Authority if needed. Failure to properly and completely register could adversely affect your property as the information in this form will be used in the final development and implementation of the GSP.

Completed forms should be mailed or delivered to:

Mailing Address

Indian Wells Valley Groundwater Authority
P.O. Box 1329
Ridgecrest, CA 93556-1329

Delivery Address

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

For questions or assistance in completing this form: Please consult the IWVGA website to view a sample well registration form at: <https://iwvga.org/>. Further inquiries can be directed to: Don Zdeba, IWVGA Acting General Manager at 760-384-5555 or don.zdeba@iwvwd.com.

1. Private Well User Information

a. Primary contact person, please designate if owner or user

Name: _____

Mailing Address: _____

Property Using Groundwater Address: _____

Home/Cell/Business Phone No: _____/_____/_____

Email Contact(s): _____

b. Additional Contact(s)

Check this box if same information as Well Owner above.

Name: _____

Mailing Address: _____

Home/Cell/Business Phone No: _____/_____/_____

Email Contact(s): _____

2. Current Type of Water Use Information (Mark all that apply.)

Residential In house

Residential Landscape/Garden

Agriculture: Acres in Production: _____ Crop type: _____

Commercial/Industrial: _____

Other/Combination (Specify Use): _____

3. Annual Water Use Information (Please fill out carefully and completely)

Domestic/Residential Users:

I declare that I am a de minimis extractor using less than 2 acre-feet per year for domestic purposes only.

I declare that I use more than more than 2 acre-feet per year for domestic purposes. My annual production in acre feet for each of the following years (Jan to Dec) is: 2010: _____ 2011: _____
2012: _____ 2013: _____ 2014: _____ 2018: _____

Agricultural Users:

My annual production in acre feet for each of the following years (Jan to Dec) is:

2010: _____ 2011: _____ 2012: _____

2013: _____ 2014: _____ 2018: _____

My acreage and crop type in production for each of the following years (Jan to Dec) is:

2010: _____ 2011: _____ 2012: _____

2013: _____ 2014: _____ 2015: _____

Commercial/Industrial Users:

My annual production in acre feet for each of the following years (Jan to Dec) is:

2010: _____ 2011: _____ 2012: _____

2013: _____ 2014: _____ 2018: _____

4. Well Information (write "Unknown" as applicable)

County Permit Number: _____ Parcel Number: _____

Other Well Name/Identification Number(s): _____

Well Physical Address: _____

Description of Where Well is Located on Property: _____

Does well serve a co-op, mutual, small water system, or non-public water system? _____

If yes, provide name/explanation: _____

Year Well Installed: _____

Well Depth: _____ Diameter (inches): _____

Static Water Level: _____ Ground Elevation: _____

Water Meter Data:

Check this box if the well has a water meter and complete the information below.

Manufacturer: _____

Model No.: _____ Size (inches): _____

Recording Units:

Gallons 100s of Gallons 1,000 of Gallons

Cubic Feet HCF (hundred cubic feet) Cubic Meters

Date/Water Meter Reading: _____/_____/_____

Electrical Meter Data:

Check this box if the well has an electrical meter exclusively for the well.

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IWVGA ADMINISTRATIVE OFFICE

MEMORANDUM

TO: IWVGA Board Members **DATE:** August 15, 2019

FROM: IWVGA Staff

SUBJECT: SECOND READING AND ADOPTION, ORDINANCE NO. 01-19 – Establishing the Regulations and Procedures for the Registration of All Owners and Users of Groundwater Extraction Facilities Within The Indian Wells Valley Groundwater Basin

DISCUSSION

In order to properly adopt, implement and administer the Basin’s Groundwater Sustainability Plan (GSP), the Indian Wells Valley Groundwater Authority (Authority) will need to obtain specific information from all the users and owners of groundwater extraction wells within the Indian Wells Valley Groundwater Basin (Basin) by October 1, 2019.

At the regular meeting on July 18, 2019, Ordinance No. 01-19 was introduced for the first reading and the Board heard comments from the public. The Board also scheduled the second reading of Ordinance No. 01-19 for the August 15, 2019 regular meeting of the IWVGA.

This Agenda Item is the second reading and adoption of Ordinance No. 01-19

RECOMMENDATION

Staff recommends that your Board:

- 1) Make a finding that the proposed Ordinance is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment. Additionally, it has been determined that this action is exempt from further environmental review pursuant to Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment.
- 2) Read aloud the title and vote on adoption: **ORDINANCE NO. 01-19 – Establishing the Regulations and Procedures for the Registration of All Owners and Users of Groundwater Extraction Facilities Within The Indian Wells Valley Groundwater Basin (Note, the Ordinance may be described by reading only the title if the Board previously waived the full reading earlier in the meeting).**

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

In the matter of:

Ordinance No. 01-19

**ESTABLISHING THE REGULATIONS AND
PROCEDURES FOR THE REGISTRATION
OF ALL OWNERS AND USERS OF
GROUNDWATER EXTRACTION FACILITIES
WITHIN THE INDIAN WELLS VALLEY
GROUNDWATER BASIN**

I, _____, Clerk of the Board of Directors for the Indian Wells Valley Groundwater Authority, do certify that the following ordinance, on motion of Director _____, seconded by Director _____, was duly passed and adopted by the Board of Directors at an official meeting this ___ day of August __, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Clerk of the Board of Directors
Indian Wells Valley Groundwater Authority

Deputy Clerk

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

Section 1. This Ordinance shall become effective 30 days from the date of adoption and the entire Ordinance shall be published in accordance with Californian Government Code section 25124.

Section 2. Definitions. As used in this Ordinance, the following terms shall have the meanings stated below:

2.1 “Authority” means the Indian Wells Valley Groundwater Authority.

2.2 “Basin” means the Indian Wells Valley Groundwater Basin which is designated as basin number 6-54 in Department of Water Resources’ Bulletin No. 118.

2.3 “Groundwater Extraction Facility (“Facility”)” means any device or method used for the extraction of groundwater from the Basin.

2.4 “Groundwater Extractor” means both the owner and the user of any Groundwater Extraction Facility located within the Basin.

2.5 “Water Resources Manager” means the individual given said title and position with the Authority by the Board of Directors.

Section 3. Groundwater Extraction Owner and User Registration. No later than October 1, 2019, all owners and users of Groundwater Extraction Facilities must register their Groundwater Extraction Facilities within the Basin with the Authority on a form provided by the Authority. These forms will be used in the development, adoption and implementation of the Groundwater Sustainability Plan for the Basin and as such the careful and complete attention to the form is required.

Section 4. Groundwater Extraction Owner and User Registration Form. The registration required by Section 3 of this Ordinance shall be made on forms approved by the Water Resources Manager. Likewise, registration shall be made to the satisfaction of the Water Resources Manager and, at a minimum, the registration shall include the following information: 1) the name and contact address of the owner and/or user of the Groundwater Extraction Facility; 2) the location of the Groundwater Extraction Facility and the property it serves; 3) a statement describing whether the extracted groundwater is used for residential, commercial, industrial or agricultural purposes, or a combination thereof; 4) an accurate declaration of the annual production figures and the agricultural acreage in production for the years 2010 through 2015 and 2018; 5) a description of the equipment associated with the Groundwater Extraction Facility; 5) a description of the method, if any, used by the owner and/or user to measure groundwater extractions from the Groundwater Extraction Facility; and, 7) any other information that the Authority’s Water Resources Manager deems to be prudent and necessary to achieve the legal purposes of the Authority.

Section 5. Registration Form Review. The Water Resources Manager shall review all registrations and return, with corrective comment, any registration that does not meet the Water Resources Manager’s approval. Approved registrations shall receive an approval notice from the Authority.

Section 6. New Groundwater Extraction Facility. A Groundwater Extraction Facility constructed after the effective date of this Ordinance shall comply with the requirements set forth in this Ordinance and Groundwater Extraction Fee Resolution No. 03-18 prior to the extraction of any groundwater from the Basin at such Groundwater Extraction Facility.

Section 7. Violations. Any violation of any provision prescribed in this Ordinance may subject the violator to possible civil action and penalties by the Authority. The Authority’s civil penalties and civil action rights are additional rights to those rights which may otherwise be prescribed to the Authority, or its members, by law. Additionally, as these forms will be used in the development of the

GSP, any violations of this Ordinance could have detrimental impacts on the owner and/or user in the GSP.

Section 8. Exemptions. As provided by law, federal entities are exempt from the mandatory provisions of this Ordinance, but it is requested that they abide by the registration requirements. Likewise, if you receive groundwater from a public purveyor and you don't own a Groundwater Extraction Facility, you are not required to register.

Section 9. Severability. If any provision of this Ordinance, or its application to any person, entity, or circumstance, is held invalid or to any extent illegal or incapable of being enforced, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 10. California Environmental Quality Act. The Board of Directors finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to California Environmental Quality Act Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment. The Board of Directors also finds this Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment.

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TO: IWVGA Board Members

DATE: August 15, 2019

FROM: IWVGA Staff

SUBJECT: Agenda Item No. 9 - Discussion and Board Direction to Staff on Severely Disadvantaged Communities (SDAC) Programs

BACKGROUND

The IWVGA was awarded Proposition 1 grant funding to implement a Groundwater Conservation Pilot Project (Pilot Project) for Severely Disadvantaged Communities (SDACs). The Pilot Project included a “Residential and Commercial Rebate Administration Program” (Rebates Program) and a “Water Audit, Leak Detection and Repair Program” (Audit and Leak Program).

The process for solicitation of proposals from consultants to conduct both Programs, the evaluation of the submitted proposals by the Ad Hoc Sub-Committee of Basin Stakeholders (Committee), and the recommendations of the Committee that WaterWise Consulting (WaterWise) was the best qualified firm to administer the Rebates Program and that the California Rural Water Association (CRWA) was qualified to administer the Audit and Leak Program were presented at the July 15, 2019 Board meeting.

Also discussed at the July 15, 2019 Board meeting were the cash flow projections for the IWVGA and the anticipated timing of invoicing and payment for the potential SDAC Program consultants. In addition, the current March 2020 end date for the Proposition 1 grant funding agreement and the preliminary indication from the Department of Water Resources (DWR) that the end date might be extended to the end of calendar year 2020 were also discussed. The extension of the funding agreement end date is necessary to allow sufficient time to conduct the SDAC Programs. Following these discussions, the Board directed staff to negotiate final scopes of work and consultant agreements with CRWA and WaterWise and present them to the Board for potential award of contracts.

DISCUSSION

The attached consulting agreements and scopes of work are the result of discussions of the Program and grant funding agreement requirements between staff and the recommended consultants. The consultant agreements provide for 90-day invoice payment periods with a late payment penalty of 0.00133 multiplied times the balance due over 90 days, applied daily, to address the IWVGA cash flow and the potential waiting time for reimbursement from the Proposition 1 grant.

The scopes of work and budgets assume the end date for the Proposition 1 funding agreement will be extended to the end of calendar year 2020. An informal request for extension of the end date of the funding agreement has been submitted to DWR by staff, as directed by our DWR grant representative. After a positive response to the informal request is received staff will submit a letter from the IWVGA as a formal request to DWR for the extension and IWVGA staff and DWR staff will work on a draft amendment while the letter request is being reviewed. DWR has not provided a schedule for completing the amendment. Staff anticipates it will be at least several weeks before the process is complete, however, a response to the letter request indicating agreement with the extension may be provided by DWR well before the amendment is finalized.

ACTION(S) REQUIRED BY THE BOARD

Staff recommends that your Board authorize execution of consulting agreements with WaterWise Consulting for the Rebate Program and with the California Rural Water Association for the Audit and Leak Program after confirmation of extension of the end date for the Proposition 1 funding agreement from DWR.

**INDIAN WELLS VALLEY GROUNDWATER
AUTHORITY AGREEMENT NO. 02-19**

**CONSULTANT'S SERVICES
AGREEMENT**

**WATER CONSERVATION
REBATE PROGRAM**

As of August 15, 2019 ("Effective Date"), the **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY** ("Authority," and/or "Client"), and **WATERWISE CONSULTING INC.** ("Consultant"), agree as follows:

RECITALS

WHEREAS, the Authority is in need of a consultant with the appropriate technical background, expertise, and experience to provide administration services to support the Authority's Water Conservation Rebate Program for Severely Disadvantaged Communities within the Indian Wells Valley Groundwater Basin ("Basin").

WHEREAS, the Consultant is a professional firm that has a staff with some of the most experienced professionals in administering rebate programs.

WHEREAS, after a detailed process, the Authority has determined that the Consultant is exceptionally well qualified to deliver the services needed by the Authority in a cost-efficient manner.

WHEREAS, the Authority now desires to engage the services of Consultant, and the Consultant agrees to provide such services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, Authority and Consultant agree as follows:

AGREEMENT

I. INCORPORATION OF RECITALS

The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

II. SERVICES TO BE PERFORMED

Consultant hereby contracts to be the Authority's Water Conservation and Rebate Program Consultant. Consultant hereby agrees to provide consulting services as fully set forth in the Scope of Work attached as Exhibit A and incorporated herein.

III. TERM PERIOD

Unless otherwise terminated as provided herein, this Agreement shall continue in effect until December 31, 2019. The parties reserve the right to extend this Agreement upon mutually agreeable terms.

IV. COMPENSATION

Consulting Services: The Consultant shall be compensated for the services provided to the Client pursuant to the terms and conditions contained within the Fee Schedule attached as Exhibit B and incorporated herein. Consultant's fees, and expenses if applicable, will be billed monthly, including staff type, hourly rate and number of hours for each task during the project term pursuant to Exhibit A. Client shall pay all undisputed invoice amounts within ninety (90) days from Client approval of said invoice. If any portion of the payment is received by Consultant after the payment due date as set forth above, or if any portion of the payment is received by Consultant in funds that are not immediately available, then a late payment penalty shall be due Consultant. The late payment penalty shall be the portion of the payment not received by the payment due date multiplied by a late factor. The late factor shall be 0.00133 per day, compounded daily for the number of days from the payment due date to and including the date that Client actually makes payment to Consultant. Consultant will provide an invoice and accounting of hours for the period billed against the not-to-exceed amounts enumerated in the "Fee Schedule" attached as Exhibit B and incorporated herein. The budget shall not exceed the amounts specified in Exhibit B without express written consent of Client. Consultant reserves the right to move budgeted amounts between tasks provided that the total contract amount does not exceed the budgeted amounts specified in Exhibit B, subject to written approval of the Authority's General Manager. In the alternative, the Authority and Consultant may agree to a written Task Order for certain work-proposals and items, in which case compensation shall be set forth in the written Task Order.

Consultant shall not be compensated for any services, nor reimbursed for any expenses in excess of those authorized by this Agreement, or any Task Order, without prior written approval by Authority. If contingencies arise during the performance of work which requires services outside the scope of the project, Authority may authorize, in writing, the work to be performed. Payment for such approved contingencies will be made as agreed upon by the parties. **Additional work performed without written authorization will not be approved for payment.**

Consultant shall submit monthly invoices for services rendered under this Agreement to:

**Indian Wells Valley Groundwater Authority
500 W. Ridgecrest Blvd.
Ridgecrest, California 93556**

Invoices **MUST** identify the Agreement Number, Account Number, and Project Name (Title) as shown herein. Any invoice received without proper identification will be returned to Consultant. Approved invoices will be paid within ninety (90) days after receipt.

V. DATA AND SERVICES FURNISHED BY AUTHORITY

Authority shall provide Consultant with reasonably available information pertinent to the tasks to be performed by Consultant, and Consultant shall be entitled to use and rely upon all such information. Consultant shall apply reasonable caution in the interpretation and uses of Authority furnished data and promptly advise Authority of any actual or perceived errors.

VI. PREVAILING WAGES

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 81 Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant and/or Consultant's subcontractors shall pay prevailing wages to all employees legally entitled to such payment.

If this project is subject to Federal funding, Consultant shall comply with the Davis- Bacon Act, as identified in the applicable Davis-Bacon Prevailing Wage. Payment of State prevailing wage rates, when higher, is required whenever Federally funded or assisted projects are controlled or carried out by California awarding bodies. Consultant shall submit U.S. Department of Labor WH-347 Davis-Bacon Certified Payroll Form and be prepared to submit additional labor compliance forms and reports, upon request. Authority shall notify Consultant as soon as is reasonable and practical if this project is subject to federal funding.

VII. STATUS OF CONSULTANT

Consultant shall perform the services provided for herein in Consultant's own way as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of Authority. Consultant shall be under the control of Authority only as to the result to be accomplished. Neither Consultant nor any of its employees or agents shall have any claim under this Agreement or otherwise against Authority for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment insurance benefits, or other employee benefits of any kind. Consultant is liable for all applicable Social Security, Federal, and State taxes required on payments made by Authority. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Consultant or any of its respective employees or agents, the parties hereby agree that both Consultant and Authority shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

VIII. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the policies of insurance required hereunder, nor shall it allow any subcontractor to commence work until the policies of insurance required of the subcontractor have been obtained. Consultant shall verify and confirm proper coverage to Authority standards of the subcontractors.

Consultant shall, during the life of this Agreement, notify Authority in writing of any incident, either under its jurisdiction, or any of its subcontractors, giving rise to any potential Bodily Injury or Property Damage claim and resultant settlements, whether in conjunction with this or other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

The Consultant and each of its subcontractors shall take out and maintain the following policies of "occurrence form" (where applicable) type insurance, with coverage and carriers acceptable to the Authority, at its sole cost and expense at all times during the life of this Agreement, including the entire time of the Consultant's guarantee. The Authority may request certificates of insurance from Consultant or its subcontractors to verify proper coverage and additional named insured requirements. Such requests shall be responded to within a reasonable time frame (48 -72 Hrs.):

A. Workers' Compensation Insurance. Consultant shall cover employees as required by Labor Code Section 3600, and Consultant shall require subcontractors similarly to provide such Workers' Compensation insurance for subcontractors' employees. Such policy shall contain an endorsement which waives rights of subrogation against the Authority as designated in the policy of Worker's Compensation Insurance. Self-insured programs or PED programs are generally not acceptable to the Authority and must be approved by the Authority in advance.

B. Commercial Liability Insurance. The Consultant shall procure and maintain Commercial General Liability Insurance in amounts not less than the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

The policy is to be endorsed for the aggregate limit to apply to this Agreement. Where Excess liability insurance is used in connection with primary liability insurance, the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

C. Automobile Liability Insurance. The Consultant shall procure and maintain Commercial Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 Combined Single Limit (BI/PD)
\$1,000,000 Combined Single Limit Uninsured/Underinsured Liability

Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

D. Professional Liability Insurance. Consultant shall procure and maintain Professional Liability Insurance in amounts not less than the following:

\$1,000,000 per Claim and Annual Aggregate

E. General Insurance Requirements. Each such policy of insurance shall:

1. Be produced by agent/brokers who are licensed to transact insurance business in the State of California;
2. Be issued by insurance carriers which are:
 - i. Licensed by the State of California to write business in this state; and
 - ii. Rated no less than "A-, Class VIII" or better by the A.M. Best Consultant.
3. Any insurance carrier which is strategically affiliated with a parent insurance consultant or insurance group must disclose the name of the parent consultant or group in any certificate of insurance documentation provided to the Authority;
4. Name and list the Authority as "Additional Insured," by an endorsement executed by the insurance carrier (this requirement does not apply to Professional Liability or Workers' Compensation Insurance); such endorsement shall be ISO form GC2010 (11/85ed) or its equivalent. Any equivalent shall include the CG 2037- completed operations in favor of the Authority;
5. Specify that it acts as primary insurance and that no insurance held or owned by the additional insured shall be called upon to cover a loss under said policy;
6. Not be canceled until thirty (30) days after receipt by the Authority of a written notice of such cancellation as evidenced by receipt of a mailed letter;
7. Show evidence of renewal of an expiring policy once the insurance has been approved by the Authority. Prior approval must be obtained if the coverage or limits of the policy or the carrier has changed.

IX. HOLD HARMLESS AND INDEMNIFICATION

Consultant shall hold, and defend with counsel of Authority's choice, the Authority, its agents, officers, employees, and volunteers free and harmless from any and all claims, liabilities, penalties, fines, or any damage to property, whether real or personal, including attorney fees and court costs, arising from any negligent act or omission to act by Consultant, its officers, agents, and employees caused by, or resulting from, or claimed to have been caused by Consultant.

Notwithstanding the foregoing, in the event the subject action alleges negligence on the part of the Authority, or any third party not under contract with Consultant, Consultant's obligations regarding Authority's defense under this paragraph include only the reimbursement of Authority's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, or consequential damages to Authority or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

X. STANDARD OF CARE

Consultant's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Services shall be performed to Authority's reasonable satisfaction.

XI. ASSIGNMENT

Authority has entered into this Agreement to receive professional services from Consultant. Consultant shall not sell, assign, or transfer Consultant's rights or obligations under this Agreement without Authority's prior written consent, which consent may be withheld in the Authority's sole discretion. Consultant may make use of the part-time assistance of other experts possessing unique skills, the utilization of which will, in the opinion of Consultant, enhance the quality of service to Authority.

XII. SAFETY

Consultant will ensure that employees, and the employees of subcontractors, are notified of and observe and abide by safety regulations and laws. Consultant shall immediately notify Authority of damage to property and/or injury to, or death of persons, which occurs in connection with, or is related to the project. Consultant shall furnish Authority a written report of such damage or injury within three (3) working days.

XIII. TERMINATION

Either Party may terminate this Agreement, in whole or in part, with or without cause, upon fourteen (14) days written notice to the other Party. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event Authority renders such written notice to Consultant, Consultant shall be entitled to compensation for services rendered prior to the effective date of the notice and further services set forth in the notice. Authority shall be entitled to reimbursement for compensation paid in excess of services rendered. Consultant waives claims for damages that might arise from Authority's termination of this Agreement. Consultant shall deliver to the Authority and transfer title (if necessary) to all completed work and work in progress, including drafts, documents, plans, forms, maps, products, graphics, computer programs, and reports developed under this program. Proprietary material and trade secrets used under this program are not transferable from Consultant to Authority.

XIV. CONSULTANT RESPONSIBILITIES

A. EMPLOYEES:

1. **Background/Security:** Consultant warrants that all personnel engaged in the performance of this work are legal employees of the Consultant and possess sufficient experience.
2. **Health:** All personnel shall be in good health and free of contagious diseases. Consultant shall not allow any persons(s) under the influence of alcohol or drugs on Authority's property. Neither shall the Consultant allow the use of presence of alcohol or drugs on Authority's property.
3. **Conduct:** Any employee or subcontractor or Consultant performing work on Authority property while under the influence of alcohol or drugs or whose conduct interferes with proper performance of the work or with Authority's operations shall be immediately removed from the work site and not permitted at the worksite thereafter.
4. **Supervision:** Consultant shall provide a supervisor or foreman who shall be present at all times during contract operations and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. **Training:** Consultant shall have an ongoing training program for its entire staff. Consultant shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training.
6. **Gifts and Gratuities:** Consultant shall establish precautions to prevent its

employees or agents from making, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the Authority.

- B. **CONFLICT OF INTEREST:** Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the Authority. Consultant shall make a reasonable effort to prevent employees, Consultant, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family business or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event the Authority determines a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the Authority, and such conflict may constitute grounds for termination of this Agreement. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
- C. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: Consultant hereby certifies, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Govt. Code § 8350, et seq.) and have or will provide a drug-free workplace by taking the following actions:
1. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
 2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, to inform employees, contractors, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The Consultant's policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation, and employee assistance programs, and
 - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

3. Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - a. Will receive a copy of the Grantee's drug-free policy statement, and
 - b. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

- D. **NONDISCRIMINATION:** During the performance of this Agreement, Consultant and its subcontractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- E. **PRIORITY HIRING CONSIDERATIONS:** If this Agreement includes services in excess of \$200,000, Consultant shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

XV. MISCELLEANOUS:

- A. To the extent the terms and conditions contained herein are inconsistent with the terms and conditions contained in Consultant's proposal, the terms and conditions in this Agreement shall govern.

- B. There are no understandings or agreements except as herein expressly stated.

- C. If a provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.
- D. As applicable, Consultant shall not be suspended or debarred pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- E. Original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings, and other work product (collectively "Work Product") of Consultant produced by Consultant under this program, except documents which are required to be filed with public agencies, shall be deemed solely the property of Authority. Consultant will take such steps as are necessary to perfect or protect the ownership interest of Authority in such Work Product. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to Authority all such original Work Product in Consultant's possession or control under this program. Proprietary material and trade secrets used under this program are not transferable from Consultant to Authority. Consultant may retain a file copy. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Consultant.
- F. Consultant shall not release information or Work Product to persons or entities other than Authority without the prior written consent of Authority, except as otherwise required by law. Consultant shall promptly notify Authority should Consultant, or its representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, other discovery request, or court order from any third party regarding this Agreement and the services performed.
- G. The Client acknowledges that the Consultant may be required, under certain circumstances, to publicly disclose representation of the Client as well as compensation amounts received by the Consultant from the Client resulting from the provision of services. This may include general information about activities provided to the Client in connection with, but not limited to 1) the Lobbying Disclosure Act of 1995; 2) the Foreign Agents Registration Act; 3) the California Political Reform Act; 4) Federal Election Campaign Act; 5) any audit letter the Client requests the Consultant to respond; 6) any other state laws with regard to lobbying which may be applicable to this Agreement; and 7) any subpoena or legal process which the Consultant is required to respond.
- H. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

- I. This Agreement shall be governed by the laws of the State of California. Venue for a dispute shall be State courts located in Kern County, California. Parties consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.
- J. All work, labor, and materials shall be done and provided in strict conformity with each of the following: (i) all laws, ordinances, codes, rules, regulations, and standard specifications of governmental authorities having jurisdiction over Consultant's work; and (ii) this Agreement. Consultant shall also comply, at Consultant's expense, with all requirements of inspectors of any governmental authority having jurisdiction over Consultant's work. The Consultant will be responsible for securing any and all required governmental inspections and approvals for the work completed.
- K. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by Authority pending settlement of the dispute.
- L. The fact that Authority has made payment shall not be interpreted to imply Authority has inspected, approved, or accepted the work which has been performed by Consultant. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. 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.
- M. No director, officer, or employee of the Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer, or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity, or association in which he/she is directly or indirectly interested, in violation of any State or Federal statute or regulation. The Consultant 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.
- N. Time shall be of the essence as to times of performance. Neither party shall be responsible for delays beyond their reasonable control.
- O. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- P. This Agreement is binding upon the successors and assigns of the Parties.

- Q. The services to be performed by Consultant are intended solely for the benefit of Authority. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.
- R. All notices, requests, consents and other communications with regard to this Agreement shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, or by overnight courier, receipt signature required, or by facsimile transmission, with verification of the transmission received by the sender, to the parties as set forth below or at such other place as either party may, by written notice to the other, direct:

IF TO CLIENT:

Indian Wells Valley Groundwater
 Authority
 Don Zdeba, Acting General Manager
 500 W. Ridgecrest Blvd.
 Ridgecrest, CA 93556

IF TO CONSULTANT:

WaterWise Consulting Inc.
 Attn: Ajay Dhawan
 1752 S. Grand Ave.
 Glendora, CA 91740

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

CONSULTANT:

WaterWise Consulting Inc.

CLIENT:

Indian Wells Valley Groundwater Authority

BY: _____
 Ajay Dhawan

BY: _____
 Ron Kicinski
 Board Chairperson
 IWVGA

Dated: _____

Dated: _____

Exhibit A

Scope of Work

WaterWise is being contracted by the IWVGA to provide water conservation services for Severely Disadvantaged Communities (SDACs) in the Indian Wells Valley, including eligible portions of Inyo County and the community of Trona in San Bernardino County. IWVGA has received funding from DWR to implement a residential and commercial rebate program. WaterWise will be providing a full turn-key approach for this program.

Program Administration

WaterWise will provide a dedicated staff to help customers with each program. Customers will be able to apply for the program by calling the Toll-Free number, fax, email or postal mail. WaterWise will have representatives available Monday – Friday 9 AM to 5 PM (Except Holidays). Customers will be able to get information about the program and download the application to participate from the website, which will be created and hosted by WaterWise. WaterWise will be available for meetings and conference calls as needed by IWVGA.

WaterWise will obtain information to identify the SDAC communities. WaterWise will use the available information to direct market to the SDACs. WaterWise will use available data on which customers fall into SDACs to determine if the applicant qualifies for the rebate.

Rebate Program

WaterWise will provide a rebate for high-efficient water savings devices. In order for customers to receive a rebate, customers will fill out the application provided on the website and submit the application along with a copy of the customer's water bill, proof of purchase, and a signed W9 (if applicable). Once WaterWise approves of the application and the required documentation, WaterWise will provide the customer with a check for the rebate amount in 8 to 10 weeks. A post inspection maybe required before processing the payment. WaterWise will conduct up to 10% post inspections to ensure Program accuracy. WaterWise will also track available funds and notify customers when rebate funding has been exhausted. Contractors may also receive the rebate on behalf of the customer as long as the customer releases the payment directly to the contractor. Below is a list of possible devices that will be offered in the rebate program:

- High Efficient Toilets;
- High-Efficient Clothes Washers;
- High-Efficient Dishwashers;
- Evaporative Coolers;
- Waterless Urinals;
- Hot Water Recirculating Pump;
- Other devices may be added.

Prior to the start of the Program, rebate incentive amounts will be determined for each device. The basis for the proposed rebates will be provided to IWVGA for review and approval. To ensure program participation, WaterWise is proposing significant rebate amounts that would cover the majority cost of some of the products and possible installation. WaterWise also purposes increased rebate amount for devices that yield high water savings. For example, toilets at 1.28 Gallons Per Flush (GPF) could have a \$100 rebate and toilets that use 1.0 GPF or less can have a \$200 rebate.

Marketing

WaterWise will provide marketing services for this program. The goal is to target different regions within IWVGA's service area and focus on the SDAC communities. Marketing services may include the

Following:

- Direct mailers / postcards;
- Email blasts;
- Social media advertising;
- Community outreach events;
- Working with local contractors to promote the program;
- Working with local retail stores to provide advertising for the program.

A Marketing plan will be provided to the IWVGA for review and approval.

Invoicing and Reporting

By the 7th of each month, WaterWise will submit an invoice for work from the previous month. This invoice at minimum will include a monthly administration fee. It may also include the following:

- Pre or post-inspections for rebate customers;
- Marketing expenses;
- Project management hours;

Each invoice will be accompanied with a spreadsheet showing where the expenses occurred including staff type, hourly rate and number of hours for each task. If the expense is related to a rebate, WaterWise will include the customer name and address on the spreadsheet. A monthly report will be provided to show marketing efforts, number of applicants, number of rebates processed, and any issues that may have occurred. WaterWise will be available for conference calls, if needed, to discuss the status of the rebate program and any issues requiring input from the IWVGA. WaterWise will assist IWVGA in preparing a draft final report DWR and will submit a final report on the Program after receiving comments on the draft report from the IWVGA.

Exhibit B

Fee Schedule

In consideration for tasks outlined in the Scope of Work (Exhibit A) and Project Schedule (Exhibit B), Consultant shall be compensated at the following rates. The Task Totals shown below are not-to-exceed budgets.

Work Description	Cost	Task Total
<i>Monthly Administration</i>	\$5,000.00	\$60,000.00
<i>Website Development Fee (One Time Fee)</i>	\$4,000.00	\$4,000.00
<i>Program Manager*</i>	\$125.00 Per Hour	\$5,000.00 (40 hours)
<i>Graphics Design, Marketing, and Public Outreach</i>	\$80.00 Per Hour	\$6,000.00 (75 hours)
<i>Budget for Rebates</i>	Rebate Amount Varies	\$75,000.00
Total Budget		\$150,000.00

* To be used for meetings and reporting.

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**INDIAN WELLS VALLEY GROUNDWATER
AUTHORITY AGREEMENT NO. 03-19**

**CONSULTANT'S SERVICES
AGREEMENT**

LEAK DETECTION PROGRAM

As of August 15, 2019 ("Effective Date"), the **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY** ("Authority," and/or "Client") and **CALIFORNIA RURAL WATER ASSOCIATION** ("Consultant") agree as follows:

RECITALS

WHEREAS, the Authority is in need of a consultant with the appropriate technical background, expertise, and experience to provide administration services to support the Authority's Water Audit, Leak Detection and Repair Program for Severely Disadvantaged Communities within the Indian Wells Valley Groundwater Basin ("Basin").

WHEREAS, the Consultant is a professional firm that has a staff with some of the most experienced professionals in administering water audit, leak detection and repair programs.

WHEREAS, after a detailed process, the Authority has determined that the Consultant is exceptionally well qualified to deliver the services needed by the Authority in a cost-efficient manner.

WHEREAS, the Authority now desires to engage the services of Consultant, and the Consultant agrees to provide such services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, Authority and Consultant agree as follows:

AGREEMENT

I. INCORPORATION OF RECITALS

The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

II. SERVICES TO BE PERFORMED

Consultant hereby contracts to be the Authority's Water Audit, Leak Detection and Repair Program Consultant. Consultant hereby agrees to provide consulting services as fully set forth in the Scope of Work attached as Exhibit A and incorporated herein.

III. TERM PERIOD

Unless otherwise terminated as provided herein, this Agreement shall continue in effect until December 31, 2020. The parties reserve the right to extend this Agreement upon mutually agreeable terms.

IV. COMPENSATION

Consulting Services: The Consultant shall be compensated for the services provided to the Client pursuant to the terms and conditions contained within the Fee attached as Exhibit B and incorporated herein. Consultant's fees, and expenses if applicable, will be billed monthly. Client shall pay all undisputed invoice amounts within ninety (90) days from Client approval of said invoice. If any portion of the payment is received by Consultant after the payment due date as set forth above, or if any portion of the payment is received by Consultant in funds that are not immediately available, then a late payment penalty shall be due Consultant. The late payment penalty shall be the portion of the payment not received by the payment due date multiplied by a late factor. The late factor shall be 0.00133 per day, compounded daily for the number of days from the payment due date to and including the date that Client actually makes payment to Consultant. Consultant will provide an invoice and accounting of hours for the period billed against the not-to-exceed amounts enumerated in the "Fee" attached as Exhibit B. The budget shall not exceed the amounts specified in Exhibit B without express written consent of Client. Consultant reserves the right to move budgeted amounts between tasks provided that the total contract amount does not exceed the budgeted amounts specified in Exhibit B, subject to written approval of the Authority's General Manager. In the alternative, the Authority and Consultant may agree to a written Task Orders for certain work-proposals and items, in which case compensation shall be set forth in the written Task Order.

Consultant shall not be compensated for any services, nor reimbursed for any expenses in excess of those authorized by this Agreement, or any Task Order, without prior written approval by Authority. If contingencies arise during the performance of work which requires services outside the scope of the project, Authority may authorize, in writing, the work to be performed. Payment for such approved contingencies will be made as agreed upon by the parties. **Additional work performed without written authorization will not be approved for payment.**

Consultant shall submit monthly invoices for services rendered under this Agreement to:

**Indian Wells Valley Groundwater Authority
500 W. Ridgecrest Blvd.
Ridgecrest, California 93556**

Invoices **MUST** identify the Agreement Number, Account Number, and Project Name (Title) as shown herein. Any invoice received without proper identification will be returned to Consultant. Approved invoices will be paid within thirty (30) days after receipt.

V. DATA AND SERVICES FURNISHED BY AUTHORITY

Authority shall provide Consultant with reasonably available information pertinent to the tasks to be performed by Consultant, and Consultant shall be entitled to use and rely upon all such information. Consultant shall apply reasonable caution in the interpretation and uses of Authority furnished data and promptly advise Authority of any actual or perceived errors.

VI. PREVAILING WAGES

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 81 Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant and/or Consultant's subcontractors shall pay prevailing wages to all employees legally entitled to such payment.

If this project is subject to Federal funding, Consultant shall comply with the Davis- Bacon Act, as identified in the applicable Davis-Bacon Prevailing Wage. Payment of State prevailing wage rates, when higher, is required whenever Federally funded or assisted projects are controlled or carried out by California awarding bodies. Consultant shall submit U.S. Department of Labor WH-347 Davis-Bacon Certified Payroll Form and be prepared to submit additional labor compliance forms and reports, upon request. Authority shall notify Consultant as soon as is reasonable and practical if this project is subject to federal funding.

VII. STATUS OF CONSULTANT

Consultant shall perform the services provided for herein in Consultant's own way as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of Authority. Consultant shall be under the control of Authority only as to the result to be accomplished. Neither Consultant nor any of its employees or agents shall have any claim under this Agreement or otherwise against Authority for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment insurance benefits, or other employee benefits of any kind. Consultant is liable for all applicable Social Security, Federal, and State taxes required on payments made by Authority. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Consultant or any of its respective employees or agents, the parties hereby agree that both Consultant and Authority shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

VIII. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the policies of insurance required hereunder, nor shall it allow any subcontractor to commence work until the policies of insurance required of the subcontractor have been obtained. Consultant shall verify and confirm proper coverage to Authority standards of the subcontractors.

Consultant shall, during the life of this Agreement, notify Authority in writing of any incident, either under its jurisdiction, or any of its subcontractors, giving rise to any potential Bodily Injury or Property Damage claim and resultant settlements, whether in conjunction with this or other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

The Consultant and each of its subcontractors shall take out and maintain the following policies of "occurrence form" (where applicable) type insurance, with coverage and carriers acceptable to the Authority, at its sole cost and expense at all times during the life of this Agreement, including the entire time of the Consultant's guarantee. The Authority may request certificates of insurance from Consultant or its subcontractors to verify proper coverage and additional named insured requirements. Such requests shall be responded to within a reasonable time frame (48 -72 Hrs.):

A. Workers' Compensation Insurance. Consultant shall cover employees as required by Labor Code Section 3600, and Consultant shall require subcontractors similarly to provide such Workers' Compensation insurance for subcontractors' employees. Such policy shall contain an endorsement which waives rights of subrogation against the Authority as designated in the policy of Worker's Compensation Insurance. Self-insured programs or PED programs are generally not acceptable to the Authority and must be approved by the Authority in advance.

B. Commercial Liability Insurance. The Consultant shall procure and maintain Commercial General Liability Insurance in amounts not less than the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

The policy is to be endorsed for the aggregate limit to apply to this Agreement. Where Excess liability insurance is used in connection with primary liability insurance, the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

C. Automobile Liability Insurance. The Consultant shall procure and maintain Commercial Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 Combined Single Limit (BI/PD)
\$1,000,000 Combined Single Limit Uninsured/Underinsured Liability

Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

D. Professional Liability Insurance. Consultant shall procure and maintain Professional Liability Insurance in amounts not less than the following:

\$1,000,000 per Claim and Annual Aggregate

E. General Insurance Requirements. Each such policy of insurance shall:

1. Be produced by agent/brokers who are licensed to transact insurance business in the State of California;
2. Be issued by insurance carriers which are:
 - i. Licensed by the State of California to write business in this state; and
 - ii. Rated no less than "A-, Class VIII" or better by the A.M. Best Consultant.
3. Any insurance carrier which is strategically affiliated with a parent insurance consultant or insurance group must disclose the name of the parent consultant or group in any certificate of insurance documentation provided to the Authority;
4. Name and list the Authority as "Additional Insured," by an endorsement executed by the insurance carrier (this requirement does not apply to Professional Liability or Workers' Compensation Insurance); such endorsement shall be ISO form GC2010 (11/85ed) or its equivalent. Any equivalent shall include the CG 2037- completed operations in favor of the Authority;
5. Specify that it acts as primary insurance and that no insurance held or owned by the additional insured shall be called upon to cover a loss under said policy;
6. Not be canceled until thirty (30) days after receipt by the Authority of a written notice of such cancellation as evidenced by receipt of a mailed letter;
7. Show evidence of renewal of an expiring policy once the insurance has been approved by the Authority. Prior approval must be obtained if the coverage or limits of the policy or the carrier has changed.

IX. HOLD HARMLESS AND INDEMNIFICATION

Consultant shall hold, and defend with counsel of Authority's choice, the Authority, its agents, officers, employees, and volunteers free and harmless from any and all claims, liabilities, penalties, fines, or any damage to property, whether real or personal, including attorney fees and court costs, arising from any negligent act or omission to act by Consultant, its officers, agents, and employees caused by, or resulting from, or claimed to have been caused by Consultant.

Notwithstanding the foregoing, in the event the subject action alleges negligence on the part of the Authority, or any third party not under contract with Consultant, Consultant's obligations regarding Authority's defense under this paragraph include only the reimbursement of Authority's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, or consequential damages to Authority or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

X. STANDARD OF CARE

Consultant's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Services shall be performed to Authority's reasonable satisfaction.

XI. ASSIGNMENT

Authority has entered into this Agreement to receive professional services from Consultant. Consultant shall not sell, assign, or transfer Consultant's rights or obligations under this Agreement without Authority's prior written consent, which consent may be withheld in the Authority's sole discretion. Consultant may make use of the part-time assistance of other experts possessing unique skills, the utilization of which will, in the opinion of Consultant, enhance the quality of service to Authority.

XII. SAFETY

Consultant will ensure that employees, and the employees of subcontractors, are notified of and observe and abide by safety regulations and laws. Consultant shall immediately notify Authority of damage to property and/or injury to, or death of persons, which occurs in connection with, or is related to the project. Consultant shall furnish Authority a written report of such damage or injury within three (3) working days.

XIII. TERMINATION

Authority may terminate this Agreement, in whole or in part, with or without cause, upon fourteen (14) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event Authority renders such written notice to Consultant, Consultant shall be entitled to compensation for services rendered prior to the effective date of the notice and further services set forth in the notice. Authority shall be entitled to reimbursement for compensation paid in excess of services rendered. Consultant waives claims for damages that might arise from Authority's termination of this Agreement. Consultant shall deliver to the Authority and transfer title (if necessary) to all completed work and work in progress, including drafts, documents, plans, forms, maps, products, graphics, computer programs, and reports.

XIV. CONSULTANT RESPONSIBILITIES

A. EMPLOYEES:

1. **Background/Security:** Consultant warrants that all personnel engaged in the performance of this work are legal employees of the Consultant and possess sufficient experience.
2. **Health:** All personnel shall be in good health and free of contagious diseases. Consultant shall not allow any persons(s) under the influence of alcohol or drugs on Authority's property. Neither shall the Consultant allow the use of presence of alcohol or drugs on Authority's property.
3. **Conduct:** Any employee or subcontractor or Consultant performing work on Authority property while under the influence of alcohol or drugs or whose conduct interferes with proper performance of the work or with Authority's operations shall be immediately removed from the work site and not permitted at the worksite thereafter.
4. **Supervision:** Consultant shall provide a supervisor or foreman who shall be present at all times during contract operations and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. **Training:** Consultant shall have an ongoing training program for its entire staff. Consultant shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training.
6. **Gifts and Gratuities:** Consultant shall establish precautions to prevent its employees or agents from making, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be

deemed to appear to influence individuals to act contrary to the best interest of the Authority.

- B. **CONFLICT OF INTEREST:** Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the Authority. Consultant shall make a reasonable effort to prevent employees, Consultant, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family business or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event the Authority determines a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the Authority, and such conflict may constitute grounds for termination of this Agreement. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
- C. **DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance:** Consultant hereby certifies, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Govt. Code § 8350, et seq.) and have or will provide a drug-free workplace by taking the following actions:
1. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
 2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, to inform employees, contractors, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The Consultant's policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation, and employee assistance programs, and
 - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

3. Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - a. Will receive a copy of the Grantee's drug-free policy statement, and
 - b. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

- D. **NONDISCRIMINATION:** During the performance of this Agreement, Consultant and its subcontractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- E. **PRIORITY HIRING CONSIDERATIONS:** If this Agreement includes services in excess of \$200,000, Consultant shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

XV. MISCELLEANOUS:

- A. To the extent the terms and conditions contained herein are inconsistent with the terms and conditions contained in Consultant's proposal, the terms and conditions in this Agreement shall govern.

- B. There are no understandings or agreements except as herein expressly stated.

- C. If a provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.

- D. As applicable, Consultant shall not be suspended or debarred pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- E. Original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings, and other work product (collectively "Work Product") of Consultant produced by Consultant, except documents which are required to be filed with public agencies, shall be deemed solely the property of Authority. Consultant will take such steps as are necessary to perfect or protect the ownership interest of Authority in such Work Product. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to Authority all such original Work Product in Consultant's possession or control. Consultant may retain a file copy. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Consultant.
- F. Consultant shall not release information or Work Product to persons or entities other than Authority without the prior written consent of Authority, except as otherwise required by law. Consultant shall promptly notify Authority should Consultant, or its representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, other discovery request, or court order from any third party regarding this Agreement and the services performed.
- G. The Client acknowledges that the Consultant may be required, under certain circumstances, to publicly disclose representation of the Client as well as compensation amounts received by the Consultant from the Client resulting from the provision of services. This may include general information about activities provided to the Client in connection with, but not limited to 1) the Lobbying Disclosure Act of 1995; 2) the Foreign Agents Registration Act; 3) the California Political Reform Act; 4) Federal Election Campaign Act; 5) any audit letter the Client requests the Consultant to respond; 6) any other state laws with regard to lobbying which may be applicable to this Agreement; and 7) any subpoena or legal process which the Consultant is required to respond.
- H. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.
- I. This Agreement shall be governed by the laws of the State of California. Venue for a dispute shall be State courts located in Kern County, California. Parties consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.
- J. All work, labor, and materials shall be done and provided in strict conformity with

each of the following: (i) all laws, ordinances, codes, rules, regulations, and standard specifications of governmental authorities having jurisdiction over Consultant's work; and (ii) this Agreement. Consultant shall also comply, at Consultant's expense, with all requirements of inspectors of any governmental authority having jurisdiction over Consultant's work. The Consultant will be responsible for securing any and all required governmental inspections and approvals for the work completed.

- K. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by Authority pending settlement of the dispute.
- L. The fact that Authority has made payment shall not be interpreted to imply Authority has inspected, approved, or accepted the work which has been performed by Consultant. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. 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.
- M. No director, officer, or employee of the Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer, or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity, or association in which he/she is directly or indirectly interested, in violation of any State or Federal statute or regulation. The Consultant 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.
- N. Time shall be of the essence as to times of performance. Neither party shall be responsible for delays beyond their reasonable control.
- O. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- P. This Agreement is binding upon the successors and assigns of the Parties.
- Q. The services to be performed by Consultant are intended solely for the benefit of Authority. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall

accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

R. All notices, requests, consents and other communications with regard to this Agreement shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, or by overnight courier, receipt signature required, or by facsimile transmission, with verification of the transmission received by the sender, to the parties as set forth below or at such other place as either party may, by written notice to the other, direct:

IF TO CLIENT:

Indian Wells Valley Groundwater Authority
Don Zdeba, Acting General Manager
500 W. Ridgecrest Blvd.
Ridgecrest, CA 93556

IF TO CONSULTANT:

California Rural Water Association
1234 North Market Blvd.
Sacramento, CA 95834

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

CONSULTANT:

California Rural Water Association

CLIENT:

Indian Wells Valley Groundwater Authority

BY: _____
Need Info

BY: _____
Ron Kicinski
Board Chairperson
IWVGA

Dated: _____

Dated: _____



EXHIBIT A – SCOPE OF WORK

A.1 Completion Dates.

The Work Completion Date is established as December 31, 2020.

A.2 Purpose.

Indian Wells Valley Groundwater Authority (IWVGA) seeks to assist Severely Disadvantaged Community (SDAC) water systems within the Indian Wells Valley and the community of Trona . Using grant funds provided by Proposition 1 Groundwater Sustainability planning grant from the California Department of Water Resources (DWR), IWVGA wishes to implement water audits, leak detection and repairs to SDACs within the basin.

A.3 Scope of Work.

There are three (3) phases of services to be completed by California Rural Water Association (CRWA), here after known as “the Contractor”.

The Contractor agrees to do the following:

Task 1: Identify Severely Disadvantaged Communities within IWVGA

- Task 1.1 - Identify SDAC water systems within the Indian Wells Valley Groundwater Basin, including the Searles Valley, using the Proposition 1 DWR mapping tool and through outreach and coordination with local stakeholders.
- Task 1.2 – Develop a work plan based upon disadvantaged communities as identified in Task 1.1. The contractor will determine the number of water audits so as not to exceed the overall budget.
- Task 1.3 –Conduct all outreach, communication, and coordination with the identified SDAC water systems required for the implementation of Phases 1 through 3.

Milestone/Deliverable:

Contractor will identify and target a majority of the SDAC water systems within the Indian Wells Valley Groundwater Basin based upon the DWR mapping tool and information gathered from local stakeholders. The listing of SDAC water systems will be provided to IWVGA staff for review and approval.

Contractor will develop a complete work plan for all tasks necessary for a successful water audit, leak detection and repair program. Based on the work plan, estimate the number of water audits anticipated. The work plan will be provided to IWVGA staff for review and approval.



Phase 1

Task 2: Water Audit Services

Task 2.1 – Perform initial audits for SDAC water systems consisting of 1-3 year's review of available water and revenue data.

- Quantified water calculation in the initial audit will consist of the following:
 - Water supplied to the systems
 - Authorized water Consumption
 - Billed water consumption
 - Unbilled water consumption
 - Water losses
 - Apparent water losses
 - Real water losses
 - Manuals and/or software that may be used in the initial Water Audit:
 - American Water Works Association (AWWA) M36, 4th edition
 - IWA/AWWA water Audit Method

The Contractor will obtain all information necessary to perform the water audits.

- Task 2.2 – After completion of the “initial” water audit, the contractor will provide a recommendation to IWVGA as to whether a more focused audit should be conducted. These recommendations will be based upon the contractor’s findings that initial estimates may be improved. After approval by the IWVGA staff, the Consultant will conduct the focused audits.
 - Performance of these focused audits will be consistent with the same methodologies utilized in the initial audit(s) performed.

Milestone/Deliverable:

Contractor will review and verify water/revenue losses and assess whether a focused audit should be conducted. Contractor will provide the results of the initial water audits with recommendations for focused water audits, if any, to IWVGA staff for review and approval prior to starting focused surveys. The results of the focused water audits will be submitted to IWVGA for review and approval.



Phase 2

Task 3: Leak Detection

Contractor shall provide all instruments, equipment, tools, personnel, and supervision required to perform leak surveys of the SDAC water purveyors' potable water distribution systems.

Contractor will obtain maps of the pipe networks and available appurtenances and become familiar with the potable water systems.

Detection classification definitions for "Critical Zone" and "Full Systems" are as follows for eligible SDAC water systems:

- Critical Zone: Includes a review of historical and/or current water line leaks, breaks, or locations with the oldest level of infrastructure.
- Full System: Includes a review of every area of the distribution network within the entire system, including service draws, and every commercial and residential connection. This form of service does not include detection on customer side of the meter.
- Task 3.1 –Prepare and submit a work plan for each proposed leak detection survey.

Task 3.2 - Conduct critical zone leak detection surveys. These audits include a review of historical and/or current water line leaks, breaks, or locations with the oldest level of infrastructure.

- Task 3.3 - Conduct full system leak detection surveys. These audits include every area of the distribution network within the entire system. Every service draw, and every commercial and residential connection throughout the entire distribution system.
- Task 3.4 - Provide a written report of the leak detection activities to the IWVGA. The report should include a summary and system description of the SDAC water systems surveyed; a narrative statement describing the contractor's methodology and equipment/instruments used in the leak detection surveys; summary of findings for the surveys; detailed drawing for each survey; results and analysis of the leak detection surveys; cost estimates and estimated schedule for conducting repairs; and recommendations for leak repairs based on the severity of the leaks identified.

Milestone/Deliverable:

Contractor will provide a work plan for proposed leak detection surveys for IWVGA staff review and approval prior to starting surveys.

Contractor will furnish a written report on leak detection activities to the IWVGA for review and approval within fifteen (15) days of survey completion. The format and design of the written report shall be approved by IWVGA prior to start of work.



Phase 3

Task 4: Repair

Services to be performed shall be described in individual specific scopes-of-work, hereinafter referred to as "Task Orders", and are to be performed within agreed-upon schedules as set forth in the "Task Orders" drafted by the Contractor and approved by IWVGA staff prior to the start of any repair services. Each Task Order shall be construed as part of and consistent with all other terms and conditions of this Agreement. The Task Orders will provide a narrative description of the methodology and approach to performing repair services and a breakdown of the cost of the repair services.

If a detected leak is repaired by the utility prior to Contractor's completion of field work, Contractor shall re-survey that section to ensure that no extremely quiet leaks were missed due to a particularly noisy leak or other variable.

Contractor shall provide all instruments, equipment, tools, personnel, and supervision required to conduct leak repairs.

- Task 4.1 – Documenting repairs and evaluating processes provides information to help determine whether to replace a pipe, repair it, or rehabilitate it; and are invaluable for justifying capital investments. When a pipe is exposed and the cause of the break can be assessed, this information will be collected:
 - The exact location of the pipe
 - The type of pipe material
 - The overall condition of the pipe and its adjacent appurtenances
 - Any previous repairs
 - The condition of the surrounding soil
 - The location of other utility service lines
 - Water quality parameters
- Task 4.2 – Approach for repair shall be from a cost–benefit standpoint. The contractor will take these issues into consideration when determining whether to rehabilitate or to replace:
 - The break/leak history of the pipe
 - The size of the existing main
 - The location of the existing pipe—heavy traffic areas, rights-of-way, and so on
 - The aesthetic condition of the surface above the pipe—historic pavement, tree lined medians
 - Service line, curb stop, meters, valves, hydrants and standpipes
 - Design versus actual flows and pressures management
 - The condition of critical water quality parameters—turbidity, chlorine residual
- Task 4.3 – Responding to Regulators to help confirm that drinking water is of high quality after water main repairs have been made, regulatory agencies may require the following information:
 - The type of break
 - The impact on customers
 - The possibility of exposure to contamination
 - The extent of the water outage
 - The results of sampling after the repair/replacement
 - The use of notices and notifications



California

Rural Water Association

- Proper sampling techniques, chain of custody, and transport techniques for bacteriological tests
- Task 4.4 – Recommended repairs may only be conducted using available funds. The completion of Task 3 is not to be superseded by recommendations for repairs in Task 4 of this scope of work.

Milestone/Deliverable:

Prior to performing repair services, Contractor will provide task orders to the IWVGA for review and approval.

Task 5: Reporting

- Task 5.1 - The Contractor shall submit monthly progress reports to the IWVGA for the duration of the contract. Progress Reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Contractor shall document all activities and expenditures in progress reports, including work performed by sub-contractors (if applicable). Progress reports must be signed by the Authorized Representative, Project Director, or designee.
- Task 5.2 - The Contractor agrees to provide expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the IWVGA, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state (including the California Department of Water Resources) or federal government.
- Task 5.3 - Upon the conclusion of the project(s), the Contractor must submit a draft Final Project Summary to the IWVGA for review and approval. The draft Final Project Summary shall contain a summary of the project(s) activities, results, and accomplishments, and before and after pictures, as appropriate. The draft Final Project Summary shall be in a format provided by the Contractor for review and approval by the IWVGA. Following comments from the IWVGA, the Contractor shall submit the revised Final Project Summary for review and approval and shall submit an electronic copy of the final Project Summary to the IWVGA.
- Contractor will provide on-going support to IWVGA for quarterly invoicing and reporting to Department of Water Resources in showing compliance with grant funding requirements. The Contractor will ensure work performed by Contractor and its sub-contractors meet all labor provisions required by DWR, including any conducting interviews with staff and reviewing payroll records.



EXHIBIT B Fee

The Contractor will provide the services described in the scope of work for the fees listed below. Costs may be shifted between Tasks upon written approval from IWVGA. The total fee is not to be exceeded.

Task 1. Identify Severely Disadvantaged Communities with IWVGA	Included
Task 2. Water Audit Services	Included
Task 3. Leak Detection	Included
Task 4. Repair	Subject to Task 4.4
Task 5. Reporting	Included

Total Not-to-Exceed Fee \$394,000

The Contractor will submit an invoice each month for work from the previous month. Each invoice will be accompanied with a spreadsheet showing where expenses occurred, including staff type, hourly rate, and number of hours for each task.

Should grant funding be exhausted, all remaining repairs recommended by the Contractor may only be conducted pending the availability of additional funding by the IWVGA or through a separate grant. In the event that additional funding is not available, the program may be terminated.

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IWVGA Board Meeting August 15, 2019

▶ Prop 1 Status/Schedule

▶ Invoice #2:

- ▶ Redraft submitted to DWR by 7/19/2019
- ▶ Approved by DWR Rep; In review with Program Manager
- ▶ Covers October 2018 through March 2019
- ▶ Total Payment to be Received: \$352,087.42

▶ Invoice #3:

- ▶ Anticipate draft submitted in late August
- ▶ Covers April 2019 through June 2019

▶ Schedule Revision

- ▶ Proposed SDAC Extension to December 2020
- ▶ Currently in “unofficial” review with DWR

AGENDA ITEM 10a

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GSP Sustainable Management Actions Modeling Scenarios

IWVGA BOARD MEETING: AUGUST 15, 2019

AGENDA ITEM 10.B

1

GSP Sustainable Management Action Modeling Scenarios

- Scenario 6 Development
- Scenario 6 Objectives
- Recap of Model Scenario 4 (Water Buyout)
- Summary of Model Scenario 6 (Modified Water Buyout)
 - Scenario 6.1
 - Scenario 6.2
- Model Results and Comparison (6.1 & 6.2)
- Discussion and Next Steps

2

Scenario 6 Development

- Results of Scenarios 3, 4, and 5 presented to the Board in May and June
 - Emphasis on minimizing loss of groundwater in storage
 - Scenario 4 identified as a potentially viably acceptable solution
- IWVGA Attorney's meeting on July 12
 - Discussion of basin water demands, groundwater in storage, use of storage, and GSP implementation
 - Agreement to proceed with a new modeling scenario (Scenario 6)
 - Modified version of Scenario 4 (Water Buyout) with "blocks" of allowed non-domestic pumping
- Draft summary of concepts for Scenario 6 was developed in coordination with the Attorneys
 - Final model inputs provided to DRI after finalizing the summary of concepts with the Attorneys
- Discussion of Scenario 6 results and goals with DRI
 - Second iteration of Scenario 6 (6.2) developed to further evaluate imported water requirement

3

Scenario 6 Objectives

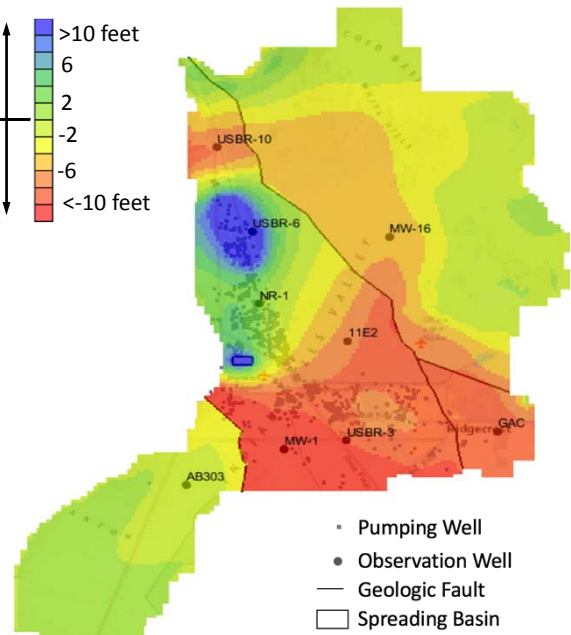
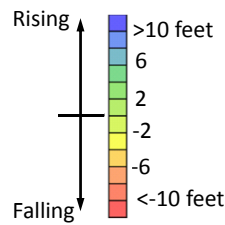
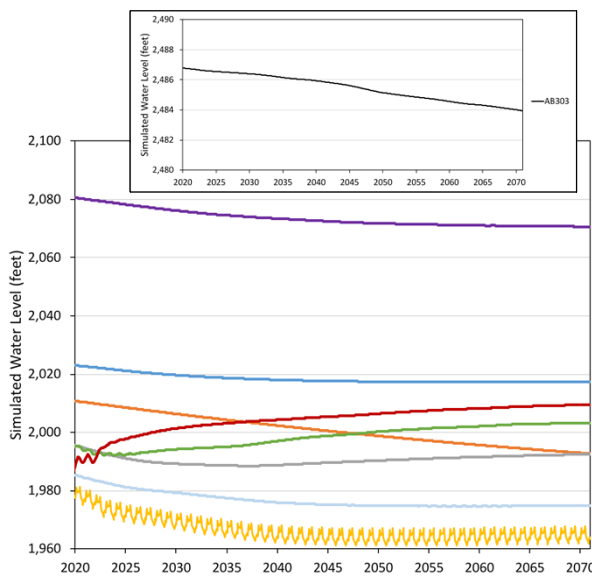
- Create an allocation and management plan based on 2010-2014 pumping history and the highest beneficial uses of groundwater
- Maintain a similar cumulative loss of groundwater in storage as in Scenario 4 (Water Buyout) by replicating the total pumping volume used in Scenario 4
- Provide pumping "blocks" to non-domestic pumpers approximately equivalent to total non-domestic pumping in Scenario 4
 - More practical and feasible than the "ramp-down" in Scenario 4
- Optimize pumping locations to minimize future large drawdowns

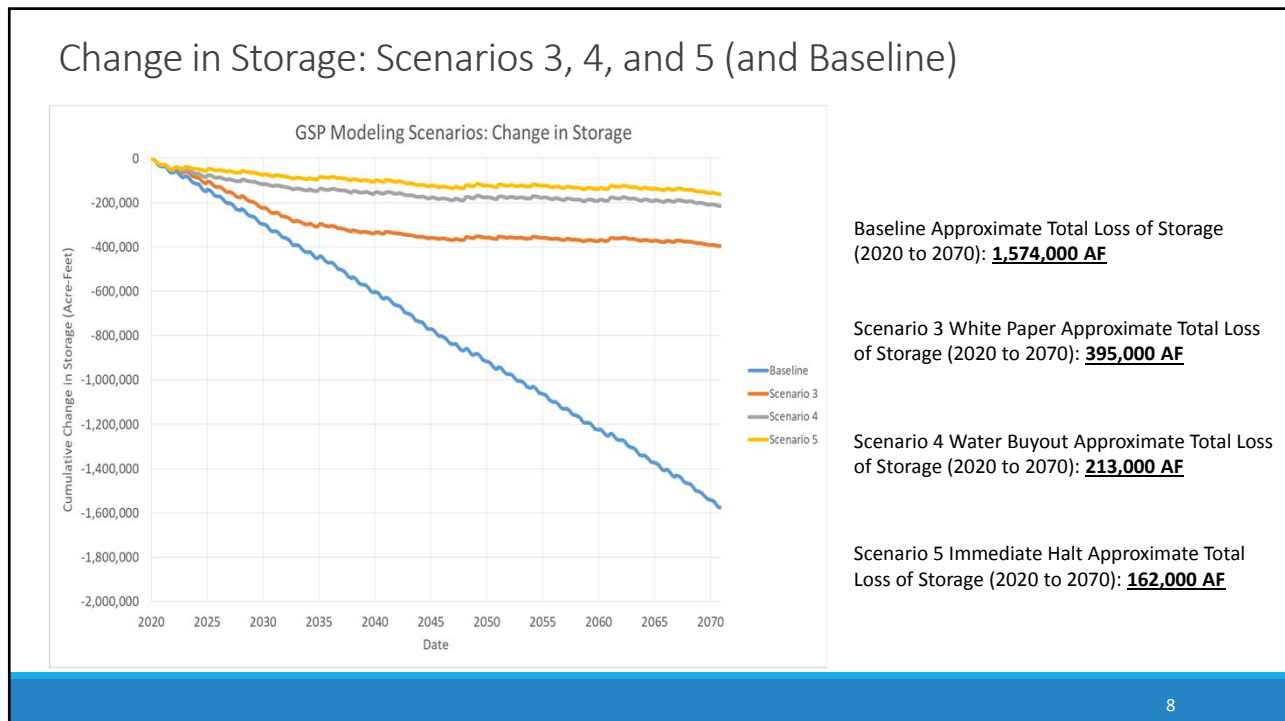
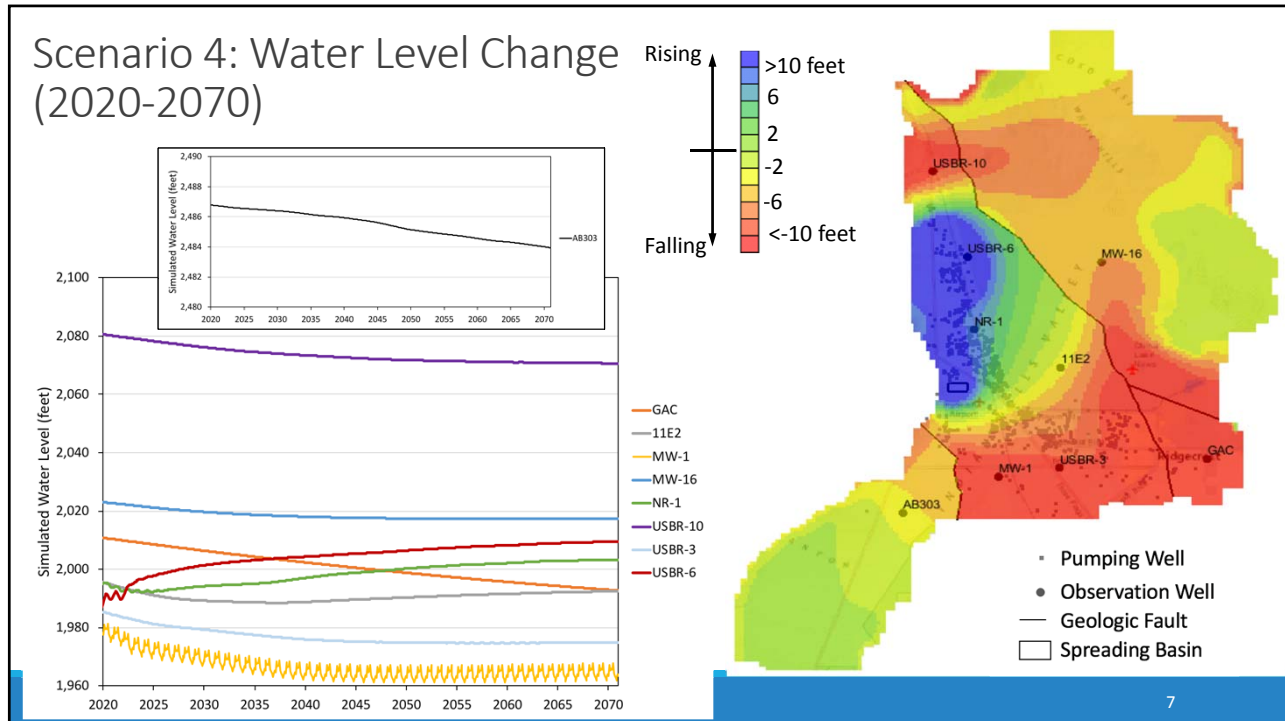
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Recap - Model Scenario 4 (Water Buyout)

- Start of Management Action – January 2022
 - Current pumping maintained in 2020 and 2021
- 2022: Total pumping going forward consists only of allocated rights (Federal and State rights).
 - Pumping includes reduced quantities of unprotected pumping (subject to ramp-down), plus protected pumping (not subject to ramp-down).
 - Pumpers who did not pump in each of the allocation years (2010-2014) identified during Scenario 4 preparation (Simmons, Blubaugh), were given zero allocation.
- 2023 through 2027: Unprotected allocations reduced by equal increments each year to reach Total Pumping of ~12,000 AFY in 2027
- 2025: Recycled water available to help reduce overdraft
- 2028 through 2070: Total Annual Pumping of ~12,000 AFY
- 2035 through 2070: Imported water supply available for basin recharge to operate sustainably

Scenario 4: Water Level Change (2020-2040)





Summary of Model Scenario 6 (Modified Water Buyout)

- Discontinue all pumping that was **not continuous** from 2010-2014 (i.e. post-SGMA pumpers)
 - McGee, Blubaugh, Simmons Ranch
 - Status as post-SGMA pumpers to be verified as a post-GSP action
- Pumpers with continuous pumping from 2010 – 2014 categorized into one of two groups:

Domestic Group	Non-Domestic Group
Kern County	Meadowbrook
City of Ridgecrest	Mojave
IWVWD	SVM (industrial)
Inyokern CSD	Other small ag. (Quist, Sierra Shadows, Amberglow, Terese, Hickle, Bellino)
SVM (Trona only)	
Mutuals and domestic/private wells	
Navy	

Summary of Model Scenario 6 (Modified Water Buyout) (cont.)

Domestic group

- Starting in February 2020, allocation equal to lowest annual pumping from 2010-2014
 - Does not result in decreases in current pumping, except for a minor decrease for City of Ridgecrest
- Modeled pumping for 2020-2070 is equal to allocation, except the IWVWD
 - IWVWD pumping in 2020 equal to 6,507 AFY (based on 2017 actual pumping)
 - Assumed growth rate of 1% per year for IWVWD demands
 - IWVWD pumping above allocation due to growth will be offset by purchasing additional imported water
 - City stops pumping when recycled water becomes available

Summary of Model Scenario 6 (Modified Water Buyout) (cont.)

➤ Domestic group allocations		➤ Domestic group modeled 2020 pumping	
• Navy	2,041 AFY	• Navy	2,041 AFY
• Kern County	18 AFY	• Kern County	18 AFY
• IWVWD	7,319 AFY	• IWVWD	6,507 AFY
• Private/domestic wells	800 AFY	• Private/domestic wells	800 AFY
• Mutuels	300 AFY	• Mutuels	300 AFY
• Inyokern CSD	108 AFY	• Inyokern CSD	108 AFY
• City of Ridgecrest	339 AFY	• City of Ridgecrest	339 AFY
• <u>SVM (Trona)</u>	<u>225 AFY</u>	• <u>SVM (Trona)</u>	<u>225 AFY</u>
	11,150 AFY		10,338 AFY

Summary of Model Scenario 6 (Modified Water Buyout) (cont.)

Non-domestic group

- Pumpers have no allocations but are allowed to pump up to an assigned portion of a non-domestic pool/block volume.
- Total non-domestic pool/block volume: **63,836 AF**
 - Approximately equal to total non-domestic pumping in Scenario 4 over 8 years (2 years of current pumping and 6 years of "ramp-down" pumping)
- Agricultural pumpers: assigned portion of the pool volume is distributed proportionate to existing information on irrigated acres from 2010-2014
 - Acreage per the March 2014 Farm Group letter
- SVM (industrial): assigned portion of the pool volume is distributed proportionate to SVM's lowest pumping in 2010-2014 compared to the total of the lowest pumping by each non-domestic producer in 2010-2014
- All pumping from the non-domestic pool is required to cease by **2040**
 - For modeling purposes, non-domestic group pumpers continue to pump at current levels over a "cliff" period until their assigned portions of the pool volume are depleted
 - Assigned portion of the pool volume may be used variably until 2040, but total pumping shall not exceed assigned portion.

Summary of Model Scenario 6 (Modified Water Buyout) (cont.)

Name	Irrigated Acreage (acres)	Portion of Pool Volume (AF)	Estimated "Cliff" Period (months)
Meadowbrook	890	31,832	60
Mojave*	120	4,292	8
Quist	140	5,007	92
Sierra Shadows	168	6,009	94
Amberglow	12	429	83
Terese	80	2,861	111
Hickle	17	608	86
Bellino	13	465	112
SVM (industrial)**	-	12,333	62
Total	1,440	63,836	-

*Irrigated acres consists only of 120 acres of alfalfa converted to pistachio

**Does not reflect recent information provided by SVM on pumping before establishment of China Lake NAWWS

13

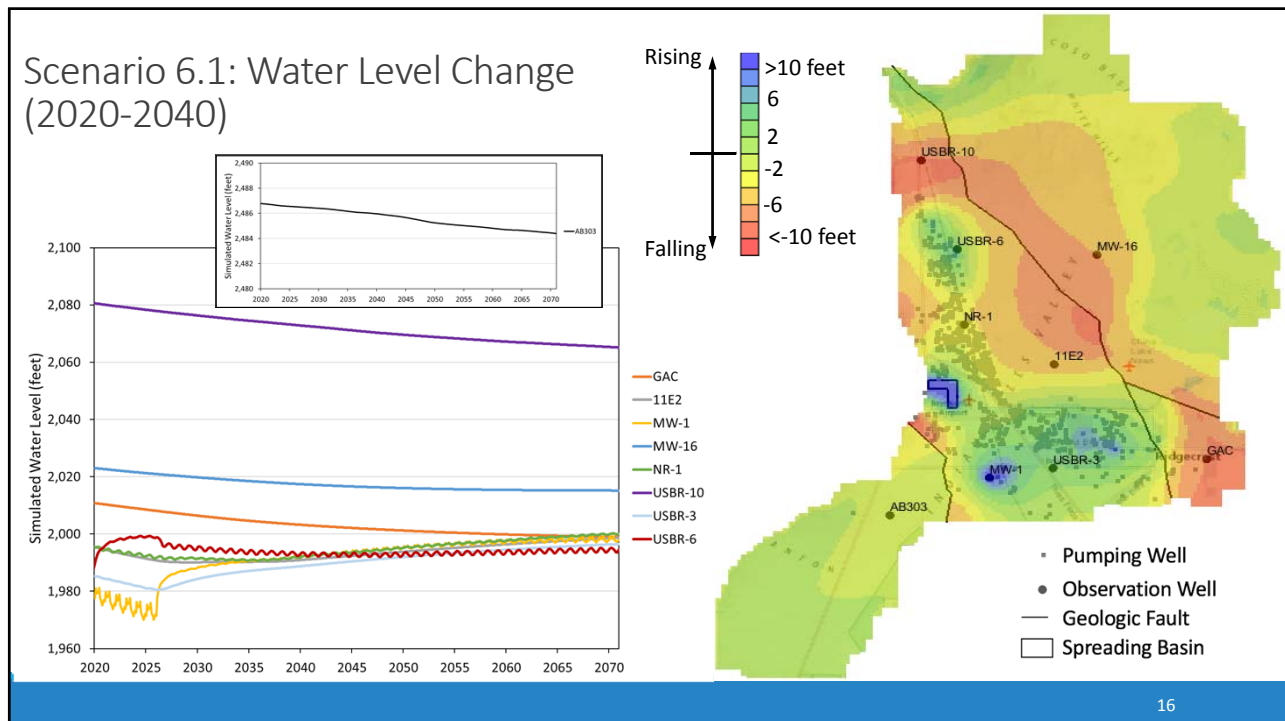
Summary of Model Scenario 6 (Modified Water Buyout) (cont.)

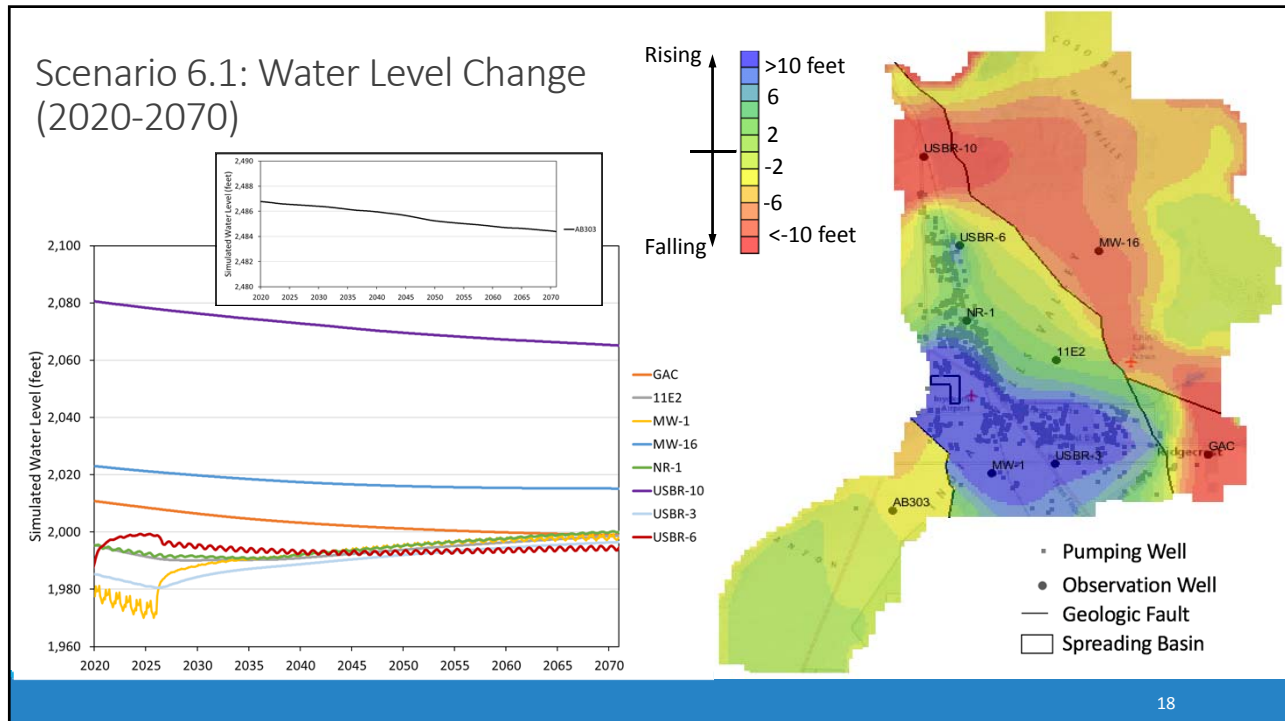
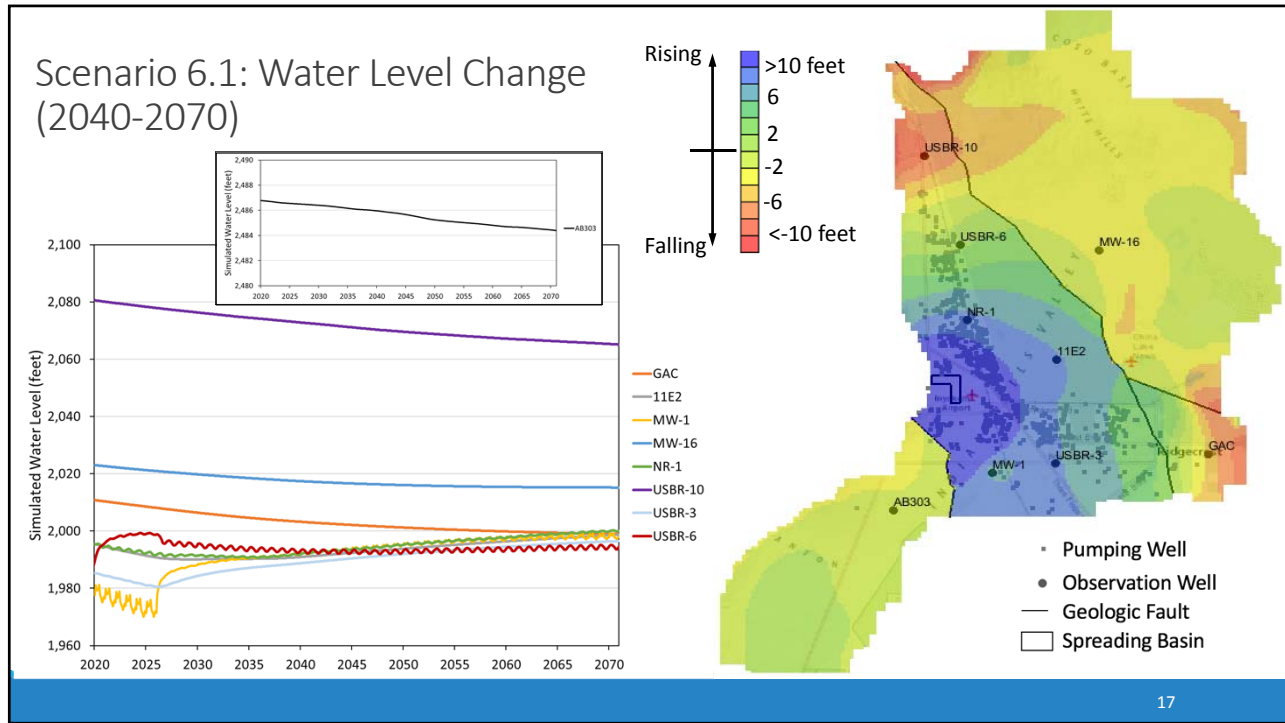
➤ Lease Market

- Possible sellers
 - Meadowbrook
 - IWVWD (after accounting for annual growth)
 - City of Ridgecrest (demands assumed to be replaced with recycled water in 2025)
- Possible buyers
 - Mojave
 - SVM (industrial)
 - Small Ag
- SVM would purchase lease water or recycled water for its industrial demands until imported water becomes available in 2035.
- Some IWVWD and SVM pumping relocated towards Brown Road to optimize pumping.
- Imported water assumed to be available for basin recharge starting in 2035 to offset pumping above sustainable yield and offset increased pumping demands due to projected growth (IWVWD).
 - Included in Scenarios 6.1 and 6.2
- 2,500 AFY of additional imported water would be required for recharge to offset ongoing losses of groundwater in storage due to evapotranspiration.
 - Only included in Scenario 6.1

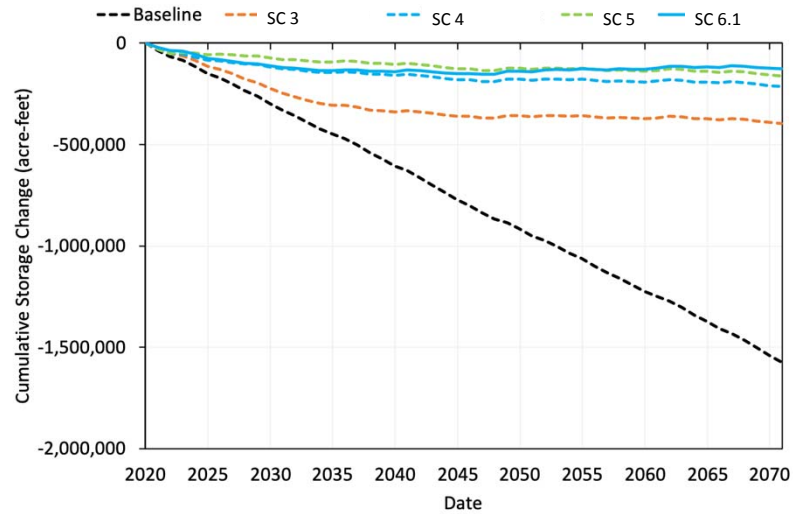
14

Model Results – Scenario 6.1





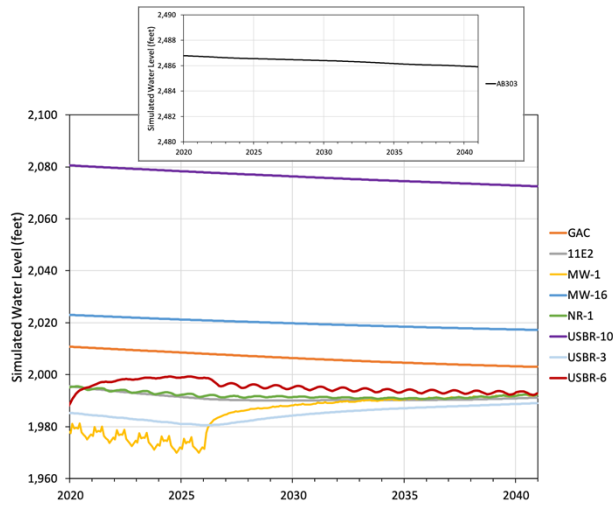
Change in Basin Groundwater Storage (Scenarios 3, 4, 5, & 6.1)



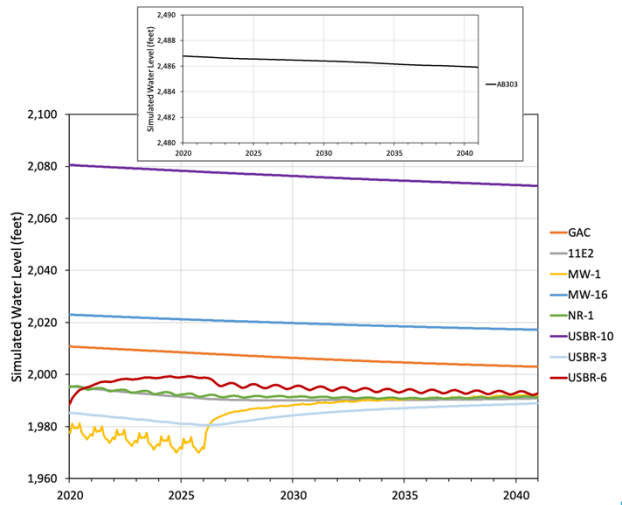
Model Results – Scenario 6.2

Water Level Change (2020-2040)

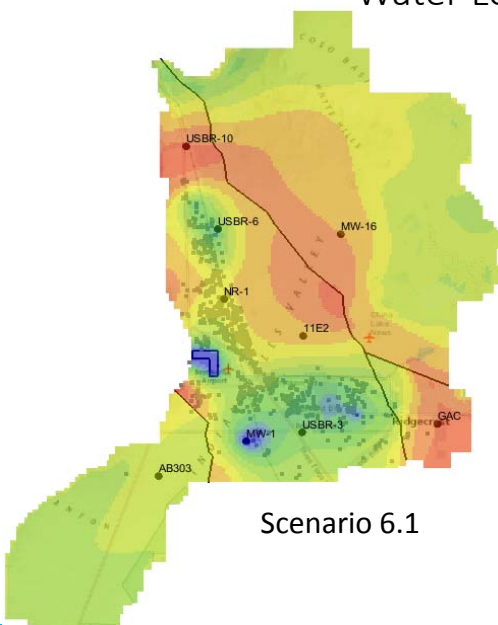
Scenario 6.1



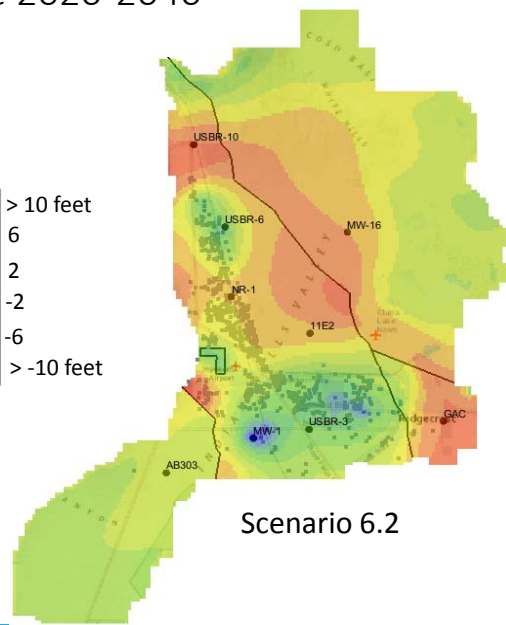
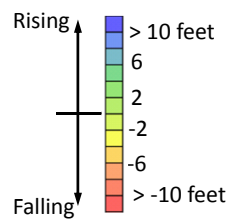
Scenario 6.2



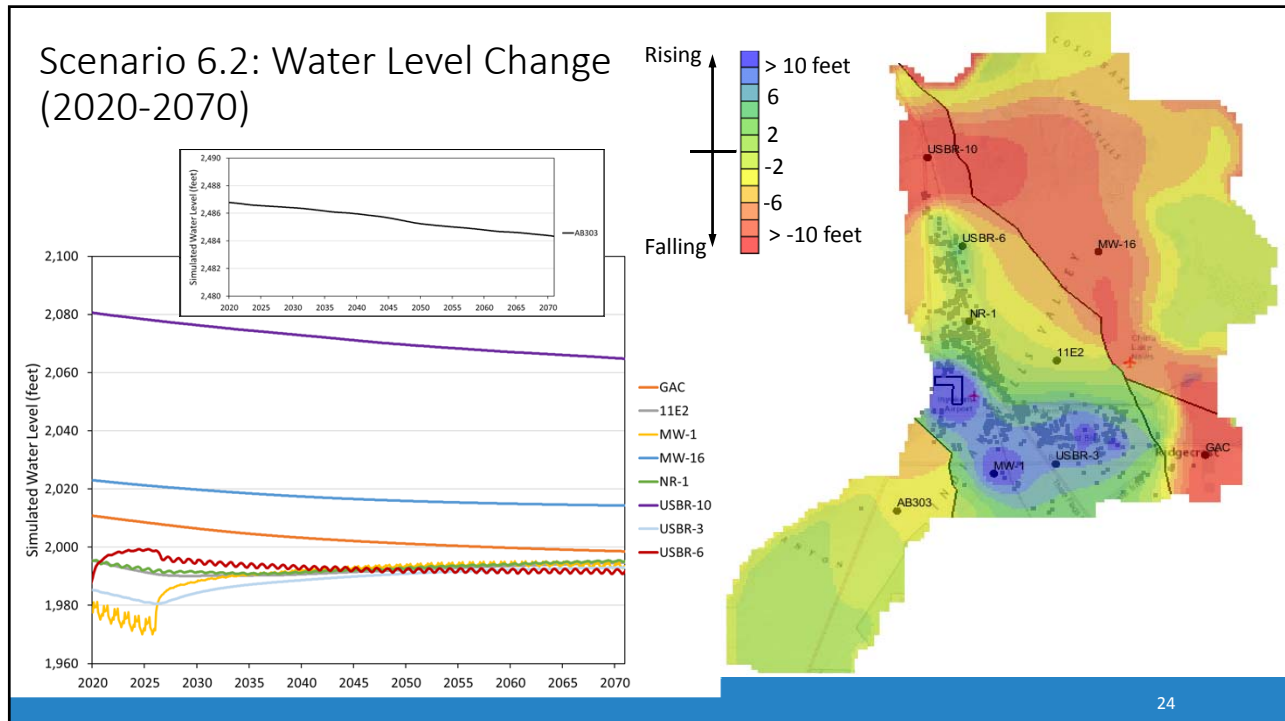
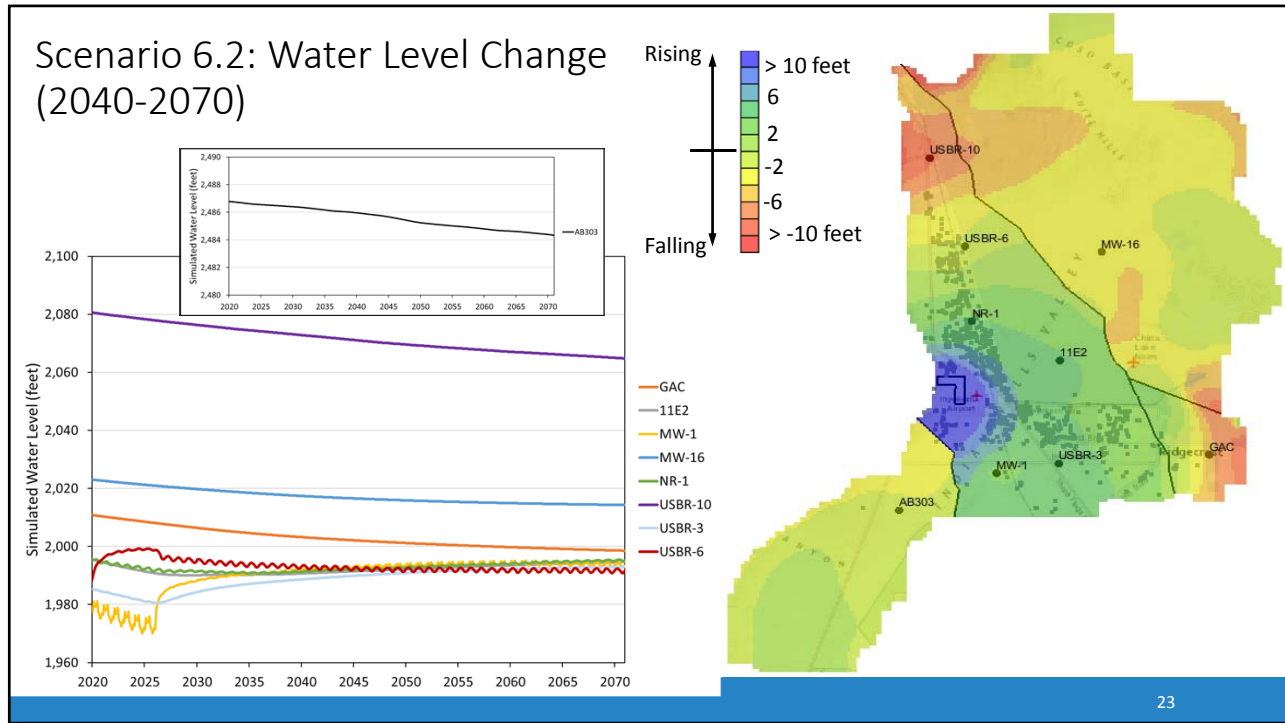
Water Level Change 2020-2040



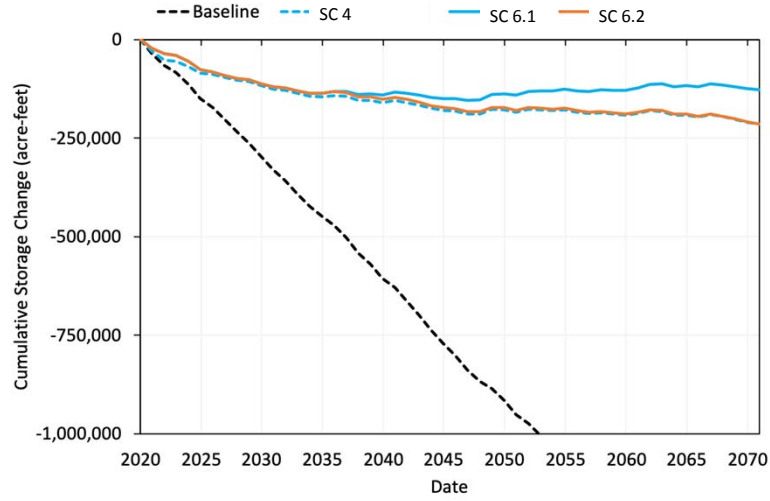
Scenario 6.1



Scenario 6.2



Change in Basin Groundwater Storage (Scenarios 4, 6.1, & 6.2)



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**Indian Wells Valley Groundwater Authority
July 2019 Financial Report**

	Project Budget/			FYTD		
	POAM	Pre-FY 2018	FY 2018	2019 Budget	through July	
Beginning Balance				231,368	476,713	* Includes Sweep Account of \$121,728.11
County of Kern Advance	500,000	-	254,655	245,345	-	* Loan - Shouldn't be considered as revenue
IWVWD Advance	500,000	-	500,000	-	-	* To be credited against future Pumping Fees - Shouldn't be considered as revenue
Navy in-Kind	1,097,300	-	620,600	476,700	-	* Tasks being performed by the Navy as in-kind services
IWVWD In-kind	80,000	-	80,000	-	-	* Tasks being performed by the IWVWD as in-kind services
Initial Member Contribution	75,000	75,000	-	-	-	
Beginning Balance	1,252,300	75,000	1,455,255	953,413	476,713	
Revenues						
DWR	249,950	-	225,501	24,449		
Prop 1 Grant	2,146,000	-	-	931,325	335,567	
-GSP Preparation @ \$1,500,000						
-SDAC @ \$646,000						
Assessment Pumping Fee	1,522,384	-	121,788	762,973	300,715	* Anticipat need to update for June
Total Revenue	3,918,334	-	347,288	1,718,747	636,281	
Expenses						
Task 1- Initial GSP Support Studies	167,600	19,341	188,065	(39,805)	31,762	need to update for June * Includes \$80,000 IWVWD/City In-Kind Contribution to Salt/Nutrient Plan
Task 2- Proposition 1 SGMA GSP Development Grant	102,880	27,280	50,481	25,119	23,789	
Task 3- Data Management System	371,105	3,686	75,143	292,276	34,997	
Task 4- GSP Development and Submittal	2,505,700	12,136	860,130	1,633,434	454,704	* FY 2018 Includes \$620,600 Navy In-Kind Contribution to Model Development
Task 5- SDAC Projects	646,000	1,969	45,073	598,959	5,600	
Task 6- IWVGA Project Management and Administrative Tasks	206,300	8,953	124,441	72,906	101,358	
- City of Ridgecrest Reimbursement	210,466	-	-	-	-	* To Be Paid in Out Years
Task 7- Legal Services	200,000	-	12,878	187,123	72,678	
Task 8- Stakeholder/Authority Coordination	289,250	-	29,424	259,826	66,589	
- Additional PAC/TAC/Board Meeting Support	100,000	-	-	100,000	-	* To Cover Expenses above POAM Budget
- Additional Pump Fee Support	36,000	-	-	36,000	-	* To Cover Expenses above POAM Budget
Task 9- Groundwater Pumping Fee Support	121,500	-	98,032	23,468	91,580	
Stetson- TSS Support	17,464	-	-	14,700	4,883	* Additional Tasks Outside of POAM
Stetson- Brackish Water Support	47,088	-	-	30,000	3,775	* Additional Tasks Outside of POAM
Stetson- Imported Water Coordination	48,710	-	-	45,000	13,170	* Additional Tasks Outside of POAM
Stetson- Allocation Process Support	104,015	-	-	50,000	34,967	* Additional Tasks Outside of POAM
Stetson- Navy-Coso Funding Support	13,382	-	-	10,000	3,989	* Additional Tasks Outside of POAM
Auditing Services & IWVWD Reimbursement for Website fees					6,276	-Unbudgeted
Banking Fees	60	-	60	-	-	* Deposit Forms
Addtl Insurance Cost	2,000	-	-	2,000	9,967	* To Cover Expenditures over POAM Budget
PAC & TAC Meeting Costs	7,470	-	-	7,470	3,279	* 2.5 hours for PAC + 3.5 hours for TAC each month x 83/hour plus 25%
Water Marketing	230,000	-	-	230,000	49,800	
Well Monitoring					12,587	
Undocumented Expenditures (pre-FY2018)	-	635	-	-	-	* \$93.95 for Horizon California Publication; \$541.25 for Springhill Suite:
Total Expenses	5,426,990	74,000	1,483,725	3,578,475	1,025,751	
Reserve Requirements				227,268		
Ending Balance	(256,356)			(1,133,583)	87,243	
Unpaid Invoices						
City of Ridgecrest, 08/01/19 PAC/TAC Meetings, 08/07/19					830.00	
DRI INV# CI-06-2474 A/13, 07/30/19					8621.45	
RWG Law INV# 222627, 07/12/19					2839.00	
Stetson INV# 2652-21, 05/23/19 (approved, deferred)					104714.33	
Stetson INV# 2652-22, 07/09/19 (approved, deferred)					99947.96	
Stetson INV# 2652-23, 08/06/19					94209.05	
					311,161.79	

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Item 1. Call to Order

All members were present with the exception of voting members Pat Quist, and non-voting member Lorelei Oviatt. New member Camille Anderson was seated.

Item 2. Open Public Comment (Not Related to Other Agenda Items) - None Received.

Item 3. Review and Approval of June PAC Meetings Minutes.

The minutes were not available for review and will be submitted for approval at the next regular meeting.

Item 4. Draft GSP Update and Review

Jeff Helsley of Stetson noted that several comments were received on the draft Chapter 3 and are being incorporated in the next version. Chapter 2 is in review and should be released within the next two weeks. Additional chapters are in work, including addressing projects and management actions. The next few weeks will be key to completing critical chapters in the GSP.

Item 5. Review Progress on Management Action Scenario Modeling

Jeff Helsley briefed Management Action Modeling Scenario 6 and results presented at the TAC earlier in the day, including summaries of previous scenarios 3, 4, and 5, in comparison. Jeff also briefed the Sustainable Management Criteria presentation from the earlier TAC meeting.

- Member comment - Josh Nugent expressed that under this scenario, large AG water rights have been taken in an arbitrary and capricious manner. Ed Imsand stated that everyone but agriculture is exempt and that AG provides quality sustenance for people. Meadowbrook plans to transition to a more water efficient crop. Tim Carrol supported those comments.
- Public comment - Don Decker discussed the potential for the China Lake playa to get to conditions similar to Owens Lake with regard to dust clouds endangering the China Lake mission. Cynthia Merk questioned why the BLM was not listed, as well as why the City of Ridgecrest was considered a non-domestic user for their alfalfa fields. Tom Bunn questioned why the allocation had to be used by 2040, as SVM is a potential water buyer and may wish to hold it for later use. Dereck Hoffman requested the entire list of assumptions used in the scenarios. He also mentioned the DWR Best Management Practices document on establishing Sustainable Management Criteria, and that the draft of that chapter in the GSP is not even out yet. Anita Imsand noted that the GA contracted for an appraisal of Meadowbrook land and asked if that meant Condemnation or Imminent Domain? Tim Parker suggested that the GA might not have the best available data regarding reserve storage.

The policy questions that the GA Board tasked the PAC to address were distributed and a copy is attached to this report.

- Member Comment - Multiple members expressed displeasure and concern at being asked to review complex data that came out the evening before, then make recommendations based on questions not asked until the meeting itself. Tim Carrol noted that the basin will not support the future we have in mind and we need to be pursuing substantially more imported water.

Ed Imsand questioned the validity of the estimates for shallow wells that have already gone dry due to reduced basin water level. Camille Anderson questioned the use of the undefined "M&I" and "non-M&I" terminology in the questions as compared to the terminology in Scenario 6. Written clarification is requested for the next PAC meeting. Judie Decker stated that the first two questions in part A are not policy issues, but technical issues and should be addressed to the TAC. Other members noted that they are policy issues as well as technical issues, and they are being addressed by both committees. Don

Zdeba pointed out that water in storage is the main factor for consideration and there may be more recent data that could provide more confidence in that. David Janiec noted that given the 60 years of overdraft in the basin and the dramatic differences in the results of the models regarding additional shallow well failures and mitigation costs, we were likely near reaching threshold criteria with even Scenario 6 levels of additional pumping. Some members noted that the number could be too much, given the uncertainties. The analytical estimate of the number of wells that have already gone dry was questioned by Josh Nugent and Ed Imsand. Judie Decker and West Katzenstein noted that the PAC accepted the shallow well modeling and mitigation plan developed by Stetson.

Josh Nugent restated that he considered the PAC was being given window dressing review opportunity, given the delays and late submission of data and questions. Members also indicated that the PAC has an opportunity to address these questions and issues, as well as greater questions that should be considered.

The need for an additional special meeting on this agenda item was anticipated, and members were prepared to identify when a quorum and maximum attendance could be ensured the following week. The PAC agreed to schedule a single subject Special Meeting, at 1pm on August 6, in order to more properly review the information and questions, and provide focused discussion and recommendation on the policy questions.

- Public comment – Doreen Conaway-Baker (Sierra Shadows Ranch) noted all the uncertainties that have been discussed and what is an acceptable percentage of uncertainty? Jeff Helsley noted that SGMA and DWR guidelines do not define an allowable amount of uncertainty, and anticipate authorities will use the best available information in developing the GSP. The plan will be modified as data and confidence levels increase based on milestones and measurable objectives. Doreen Conaway-Baker emphasized the impact on livelihoods and major investments already made that require minimizing uncertainties.

Item 6. Imported Water Update

Don Zdeba provided an update. The consultant firm has not yet provided a report on potential water purchase options and delivery mechanisms, originally expected at the end of July. The delay is related to the requirement to prepare and submit the \$396K WaterSmart grant application documentation, also due July 31, as approved at the at GA Board Meeting. The grant request was given priority as it would fund the majority of the contract costs. The grant application was received and accepted by the Bureau of Reclamation.

Item 7. Future Agenda Items (Special PAC meeting, August 7)

- Policy Questions tasked by GA under Item #5 on the August 1 meeting agenda

Item 8. Future PAC meeting dates

Special Meeting August 7. Regular meetings: September 5, October 3, November 7.

Item 11. Member Comment

- Judie Decker stated that it is unacceptable to be asked to digest major information and immediately respond to major policy questions about it.
- West Katzenstein stated that he looks for the positive and welcomes the opportunity to weigh in on these issues and the GA direction to begin to address these hard decisions.
- Nick Panzer appreciated the opportunity to get the time available to do proper review and consideration before the Special PAC meeting the following Wednesday.

- Renee Westa-Lusk stated her commitment to getting this GSP done in spite of the frustration with the timing and complaints.
- Josh Nugent stated that they had had a well go down as a result of the earthquakes, but had another well they were able to get on line and remain operational. He pointed out that there are reasons wells fail other than decreasing water levels.
- David Janiec expressed that despite the delays, late information and tasking, he thanked the GA for getting the PAC and public engaged on these key issues. He also thanked PAC members for their flexibility and dedication in committing their time and effort to the Special meeting the next week. The PAC will move forward and do the best positive discussion and advice to help achieve an acceptable GSP. He also thanked Stetson for their role as WRM in the middle of this difficult and challenging task.

Item 12. Meeting Adjourned.

Submitted by: David Janiec, IWVGA PAC Chair, 11 August 2019

PAC TASKS
AUGUST 1, 2019

The Board is considering an allocation plan intended to bring the basin into sustainability by 2040. Having heard Stetson's overview of Model Run 6, the Board would like PAC input on the following factors being considered by the Board.

Background Information:

1. Model Run 6 is a refinement of Model Run 4 or the "Buyout" scenario which consisted of 2 years of current pumping plus 6 years of rampdown by equal increments for unprotected or non-M&I allocations.
2. In Model Run 6, the total water available to non-M&I pumpers is 63,836 AF ("Ag/Industrial Pool) which is the total non-M&I pumping allowed in Model Run 4 during the initial 2 years plus 6 years of rampdown.
3. In Model Run 6, if a producer did not pump groundwater continuously during the 5-year calculation period (2010-2014), then that producer will be excluded from the Ag/Industrial pool. Transfers are allowed among M&I producers and non-M&I pumpers that are eligible for the Ag/Industrial Pool.
4. Model Run 6 assumes each producer would be allocated a percentage of the Ag/Industrial Pool for future use or transfer. The decision when to pump or transfer said allocation will be at the discretion of the pumper.

In light of the above, the Authority Board requests PAC input on the following:

- A. How much water should be allocated to the Ag/Industrial Pool? Is 63,836 AF the right volume? In essence, how much "mining" of the basin should the IWVGA allow by non-M&I pumpers? Recall that the more water "mined" from the basin results in additional potential impacts to domestic shallow wells that will need to be addressed. Should a portion of the Ag/Industrial Pool be "ear marked" for dust mitigation?
- B. How should the Ag/Industrial Pool be allocated to eligible pumpers? On the basis of each producer's lowest water use during the 2010 through 2014 calculation period or by the percentage of acreage farmed by each producer during the calculation period? Using acreage is an equitable way of correlating water among overlying users. Allocations based on pumping during the calculation period are based on the concept of self-help during a prescriptive period. Other thoughts on factors the Authority Board should consider?
- C. What method do you think the IWVGA should use to reach out to small well owners to notify them of the upcoming mandatory well registration? Postcard, letter, billboards?

Thoughts on Questions directed to the PAC 1 August 2019 meeting

Lyle Fisher

- A. The 63,836 ac/ft represents approximately two full years of current pumping amounts in the valley and would be approximately another 3 feet of decline in depth to water in our well. Plus, an additional two-year grace period would equal a total decline in depth to water of 6 feet, or an additional 6 feet of lost storage. The 63,836 ac/ft number is an arbitrary number that has no clear definition.
 - 1. Dust mitigation is a very important consideration going forward. How dust control will be implemented needs to be investigated thoroughly, but using more water to grow a cover crop might not be the way to go.

- B. From a DWO perspective, prefer the lowest water amount used during the 2010 through 2014 calculation period.
 - 1. *Other thoughts on factors the Authority Board should consider? YES*
 - a. "Outline of the IWV Domestic Well Owner Groundwater Sustainability Plan", dated January 9, 2019
 - b. "Comments and Notes for the Construction of Pumping Scenarios Based on the IWV Domestic Well Owners Association, Groundwater Sustainability Plan", dated January 6, 2019

- C. The creation of a "Mandatory" Well Registration ordinance should have been an agenda item for the Policy Advisory Committee **prior** to the first reading before the Groundwater Authority Board on July 18, 2019.

Based on the less than stellar results of the "Voluntary Well Registration", making the well registration mandatory at this time will more than likely result in nearly the same outcome. A very large incentive, not defined, would have to be offered to encourage well owners to comply, or a very, very large "Hammer" would need to be displayed.

A significant simplification of the registration form could help the response. Also suspect that a fairly large percentage of well owners in the valley may not know, or have, or understand the questions, or the information requested that is being asked for on the current form. A well owner receiving a "mass-mailing" would therefore just ignore the "Mandatory" form, particularly if the well owner cannot see any benefit to his own situation for registering his well.

A personal mailing to each APN number in the valley that includes the required registration form would have the best chance of reaching all domestic well owners. Understand the associated cost involved, but the shortcomings of the modified postcard mailing list used for the "Voluntary Well Registration" mailing was quite apparent.

Additional Comments

Both Attorney memos noted that The Navy Federal Reserve Rights do not extend to the Water District to produce water and serve it to Government Employees that reside in Ridgecrest and are customers of the Water District.

There is a simple solution to this situation. It is called "the Navy Inter-Tie ". It was originally installed, many years ago, for "Emergency Use". This inter-tie connects the Water District's distribution system to the Navy's distribution system. A few years ago, this inter-tie was tested annually, and could send water in both directions.

A determination of the number of Water District customers that are Government Employees would need to be resolved. Plus, an approximation of the amount of water that would be required for those employees. The Navy would exercise its Federal Reserve Right and produce that amount of water from Navy wells, on Navy property and deliver it to the Water District, through the inter-tie for distribution.

A minor problem solved.

August 6, 2019

VIA ELECTRONIC MAIL

IWVGA Policy Advisory Committee
c/o Clerk of the IWVGA Board
500 W Ridgecrest Blvd, Ridgecrest, CA 93555

Re: Meadowbrook Dairy Comments on PAC Task
Questions for August 7, 2019 Special PAC Meeting

Dear IWVGA PAC Members:

This letter is being written on behalf of our firm's client, Meadowbrook Dairy ("Meadowbrook"). The purpose of the letter is to provide comments on the "IWVGA Board Tasked Policy Questions, Discussion and Issues Regarding Management Action Modeling Scenario 6, Continued from August 1st PAC Agenda Item 5," which is agenda Item 3 of the August 7, 2019 Special Meeting of the Indian Wells Valley Groundwater Authority ("IWVGA") Policy Advisory Committee ("PAC").

Meadowbrook appreciates the opportunity to comment on Model Scenario 6, to the extent presented (i.e., without the underlying assumptions). To briefly summarize this letter, we first offer several concerns and questions regarding Model Scenario 6 and request that responses be provided promptly by the IWVGA. We also offer constructive suggestions to improve Model Scenario 6 that, if incorporated, could potentially make Model Scenario 6 acceptable to Meadowbrook, subject to further evaluation and discussion, and while reserving all rights and privileges.

Meadowbrook Background

Meadowbrook has produced groundwater for reasonable and beneficial purposes on its properties overlying the Indian Wells Valley Groundwater Basin ("Basin") for decades. The combination of Meadowbrook's history of continuous production, the magnitude of its production, and its business plans to continue operating into the

IWVGA PAC

Re: *Meadowbrook Dairy Comments on PAC Task Questions for
August 7, 2019 Special PAC Meeting*

August 6, 2019

Page 2

future, distinguish Meadowbrook from other agricultural and most other water users in the Basin. SGMA requires a GSA to consider the interests of all beneficial uses and users of groundwater, specifically holders of overlying groundwater rights such as agricultural users including farmers, ranchers and dairy professionals. (Water Code § 10723.2.) SGMA expressly does not authorize a GSA to determine or alter water rights. (Water Code § 10720.5)

Meadowbrook long evidenced its desire to participate in achieving long-term Basin sustainability. To that end, Meadowbrook has provided technical expertise to the TAC through its hydrogeologist, has participated for several years through the PAC, TAC and IWVGA Board meetings, and has provided data and information for the GSP through the Water Resources Manager. Meadowbrook has also verbally commented and submitted many letters into the public record.

Meadowbrook remains willing to consider a reasonable and substantial reduction in its groundwater production to help achieve sustainability as long-term participant in the Basin; provided, that such reduction is premised upon a fair, equitable, and legally- and technically-supportable GSP. Meadowbrook is already testing alternative crops that will require less water than alfalfa.

The IWVGA's objective should be to achieve Basin sustainability through projects and management actions that are designed to avoid undesirable results based on best available science and information, and not to simply eradicate Meadowbrook. SGMA requires achieving sustainability within a 20-year timeframe. The GSP must first clearly understand and identify the Basin's needs; and then, work to address them within that timeframe.

PAC Task Questions

This letter addresses PAC Task Questions "A" and "B" which read as follows:

PAC Task Question "A": "How much water should be allocated to the Ag/Industrial Pool? Is 63,836 AF the right volume? In essence, how much 'mining' of the basin should the IWVGA allow by non-M&I pumpers? Recall that more water 'mined' from the basin results in additional potential impacts to shallow wells that will need to be addressed. Should a portion of the Ag/Industrial Pool be 'ear marked' for dust mitigation?"

IWVGA PAC

Re: *Meadowbrook Dairy Comments on PAC Task Questions for
August 7, 2019 Special PAC Meeting*

August 6, 2019

Page 3

PAC Task Question "B": "How should the Ag/Industrial Pool be allocated to eligible pumpers? On the basis of each producer's lowest water use during the 2010 through 2014 calculation period or by the percentage of acreage farmed by each producer during the calculation period? Using acreage is an equitable way of correlating water among overlying users. Allocations based on pumping during the calculation period based on the concept of self-help during a prescriptive period. Other thoughts on factors the Authority Board should consider?"

Meadowbrook Comments Responsive to PAC Task Questions

Comment No. 1: Incorporating Comments from August 1, 2019 PAC and TAC Meetings.

Meadowbrook received the PAC Task Questions just moments after the August 1 PAC meeting began. Meadowbrook representatives made several comments on the record at that meeting, which are incorporated again here by reference.

Comment No. 2: Meadowbrook Is Entitled to and Should Hold a Permanent Allocation of Groundwater Production in Any Allocation Framework Considered by the IWVGA.

As detailed further below, Modeling Scenario 6 appears to be based on primary assumptions that Meadowbrook will cease operating in the Basin, and that the Indian Wells Valley Water District will then produce the same or a similar quantity of groundwater that Meadowbrook has been producing, using Meadowbrook's wells. Put simply, Model Scenario 6 appears to reveal a plan to first take Meadowbrook's water rights by capping Meadowbrook's production and requiring it to cease operating, and then "take" its groundwater wells. Enclosed as Attachment "A" is a copy of the May 29, 2019 invoice of Appraiser Lynne Rickard that the IWVGA approved for payment at the June 20, 2019 IWVGA Board Meeting, which is described as "Restricted Appraisal Report, 1,554.69 Acres, Irrigated & Unirrigated Land, Kern County, CA." Meadowbrook objects to any taking of its water rights, land, wells and other property.

As an overlying user with historic, continuous groundwater production, Meadowbrook is entitled to and should hold a permanent allocation of groundwater in any allocation framework considered by the IWVGA. Both SGMA and California groundwater rights law militate against the proposed allocation scheme that protects

IWVGA PAC

Re: *Meadowbrook Dairy Comments on PAC Task Questions for
August 7, 2019 Special PAC Meeting*

August 6, 2019

Page 4

the “Domestic Group” while simultaneously eliminating agricultural and industrial producers.

Comment No. 3: The PAC Task Questions Are Predicated Upon Improper and Unexplained Premises.

The PAC Task Questions are written in a way that assumes, without explanation, that “Ag/Industrial” aka “Non-Domestic” groundwater producers (that are also confusingly referenced as “Non-M&I”) should be deprioritized in the proposed groundwater allocation scheme. For example, the “Domestic Group” members are not required to reduce groundwater pumping (with the exception of the City of Ridgecrest that would use recycled water when available), whereas the Non-Domestic Group is required to cease production altogether at some point in the future. Similarly, the PAC Task Questions implicitly describe the Domestic Group as producers of groundwater whereas the Non-Domestic Group is pejoratively labeled as “mining” the basin.

If the IWVGA’s primary concern is “loss of storage,” then it seems that all producers should be required to reduce production, not just a targeted group of pumpers. If the IWVGA is concerned with impacts to shallow wells, then the IWVGA should explain why it assumes only Non-Domestic Group production threatens those wells and why Domestic Group production does not. The data and evidence presented to date negates those assumptions. SGMA and groundwater rights law also militate against these assumptions.

Comment No. 4: The IWVGA Should List, Describe and Explain All Assumptions Used for Model Scenario 6.

The PAC cannot provide meaningful input on any modeling scenario that was developed, directed, discussed, and deployed exclusively in closed session meetings of the IWVGA Board. The PAC must be informed of and must clearly understand the detail of the assumptions on which Modeling Scenario 6 is based. At the August 1, 2019 TAC and PAC meetings, Meadowbrook requested that all assumptions for Modeling Scenario 6 be provided to the PAC prior to the August 7 Special PAC meeting. No such assumptions were provided with the agenda packet for the August 7 Special Meeting. Meadowbrook again requests that the assumptions for Modeling Scenario 6 be detailed and provided promptly to the PAC, the TAC and the public.

The need for transparency was acutely demonstrated at the August 1 PAC meeting. At that meeting, the Water Resources Manager representative revealed—when directly

asked— that the “pumping location optimization” component of Model Scenario 6 is based on the assumptions that the Meadowbrook will “use up” its storage allocation, cease operating in the Basin, and that the IWVWD will begin pumping at least 3,000 AFY, and then more in the future, from existing groundwater wells in the North Brown Road area, including Meadowbrook’s existing groundwater wells. In other words, Modeling Scenario 6 is premised upon an assumption that Meadowbrook’s water rights, and then its wells and land, will be taken without just compensation and due process. The IWVGA has not indicated the means by which that taking will occur. This is a critical and obviously controversial and objectionable assumption.

The IWVGA and Water Resources Manager must answer many other questions regarding the Model Scenario 6 assumptions, including but not limited to:

- Which groundwater wells the Water District or any other entity plans to utilize in the North Brown Road area in Modeling Scenario 6?
- Which wells cease operating, and when, under Modeling Scenario 6?
- Which wells continue operating, and at what levels of groundwater production, under Modeling Scenario 6?
- How much groundwater is in storage in the Basin? Preliminary estimates stated by the Water Resources Manager have ranged from approximately 1 million to nearly 2.5 million acre feet. Establishing a clear statement of total available groundwater in storage based upon best available science and information is essential to establishing a numerical minimum threshold for loss of storage as a sustainability indicator under SGMA and the DWR Regulations and Best Management Practices. In any event, the total proposed 63,836 acre-feet assigned to the Non-Domestic “pool” represents a mere fraction of the total groundwater in storage, and is unacceptably low.
- How much usable groundwater is in storage in the Basin? Does the Water Resources Manager and the IWVGA deem all usable water usable for all purposes, or does it consider that some water will be usable for some purposes (e.g. industrial) and not others (e.g. domestic)?
- Does the IWVGA seek to *raise* water levels and storage over time, or does it seek to maintain certain levels in manner that reasonably considers all relevant factors,

IWVGA PAC

Re: *Meadowbrook Dairy Comments on PAC Task Questions for
August 7, 2019 Special PAC Meeting*

August 6, 2019

Page 6

including economic factors. This issue pertains to establishing appropriate Sustainable Management Criteria.

- What are the cost, quantity and timing assumptions for bringing supplemental water into the Basin? Capitol Core was scheduled to produce a technical memorandum to the Board by July 31, 2019. Capitol Core's directives were, we understand, also developed, directed, discussed, and deployed in closed session meetings of the IWVGA Board. Meadowbrook requests again that the Capitol Core technical memorandum be promptly provided to the PAC, the TAC and the public.
- Will the "Non-Domestic Group" be required to pay pumping fees to fund bringing supplemental water supplies into the Basin, including infrastructure costs?

Additionally, the TAC has not been given an opportunity to review and vet the technical assumptions underlying Model Scenario 6 or the concerns raised at the August 1 TAC meeting. This is not consistent with the IWVGA Bylaws which state that the TAC "will assist the Water Resources Manager in the preparation of the GSP and will work collaboratively with other committees of the Board." (Bylaws, Section 5.11.) The Bylaws also require that "The Water Resources Manager shall attend and set the agenda of each TAC meeting so that each technical element of the GSP is presented to the TAC, in draft, to afford the TAC a reasonable opportunity to review and conduct a thorough evaluation prior to finalization of that technical element." Model Scenario 6 (as well as 3, 4 and 5) were not developed in accordance with the IWVGA Bylaws.

The assumptions for Modeling Scenario 6 should be set forth in detail and promptly provided to the TAC, PAC and the public. Meadowbrook reserves the right to comment further on Modeling Scenario 6 once those assumptions have been presented and Meadowbrook has been afforded an adequate opportunity for review and consideration.

**Comment No. 5: The PAC Task Questions Are Not Appropriate Policy Questions—
They Are Technical and Legal Questions.**

As indicated above, evaluating Modeling Scenario 6 first requires transparency and understanding of the technical assumptions on which it is based. The PAC Task Questions also require an understanding of water rights law and principles. Asking the PAC members, none of whom are attorneys, to opine for example on whether

allocations should be based upon principles of correlative rights, prescriptive rights and self-help, or some other legal premise, invites comments and positions from members who may not have a sufficient legal understanding of those principles.

Additionally, the IWVGA should explain the legal assumptions upon which other aspects of Modeling Scenario 6 is based, including:

- Why are all Domestic Group producers exempt from reducing production? Why aren't the Domestic Group producers considered to be "mining" the basin?
- Is Modeling Scenario 6 based upon the same untested theory of an "extended federal reserved water right" that Model Scenario 4 was tenuously based upon? If so, what is the legal basis for extending federal reserved water rights to production located outside of the Navy base? What is the legal basis for extending federal reserved water rights to producers other than the Navy, such as in the form of limiting ramp down for other producers? What is the legal basis for asserting an expanded federal reserved water right if the Navy "expands the base" as has been described by the Water Resources Manager and members of the IWVGA Board? What does the IWVGA consider the Navy's "primary purpose" and "secondary purpose(s)" to be in the context of United States Supreme Court case law and other appellate authorities regarding federal reserved water rights? Is not the Navy's primary purpose with respect to NAWS the development and testing of weapons, and a secondary purpose (which would be subject to state law including SGMA) the training for the use of such weapons? What is the legal basis or document that the IWVGA deems supporting a Navy primary purpose that would include providing domestic water supply into perpetuity both on and off the base for an unlimited and undefined population?
- As stated at both the June 27 PAC Meeting and the August 1 PAC and TAC meetings, Meadowbrook was not a signatory to the 2014 "Farmer's Letter". Someone other than Meadowbrook inscribed an acreage estimate onto the annotated letter that was presented to the PAC. Meadowbrook's acreage under cultivation is higher than the 890 acres that was handwritten onto that document and included in the Table 1 summary for Model Scenario 6.
- Regarding PAC Task Question "B" regarding legal principles for allocation methodologies, the IWVGA lacks important production information for several of the listed entities, which information may be provided through the pending Groundwater Well Registration Ordinance. It would be helpful to consider this

IWVGA PAC

Re: *Meadowbrook Dairy Comments on PAC Task Questions for
August 7, 2019 Special PAC Meeting*

August 6, 2019

Page 8

question once that information is available for consideration. In either view, Meadowbrook is entitled to and should receive a permanent allocation.

Comment No. 6: Sustainable Management Criteria Must Be Meaningfully Discussed and Considered as Required by SGMA.

SGMA requires achieving Basin sustainability, which means avoiding statutorily defined, significant and unreasonable undesirable results through implementation of projects and management actions. SGMA defines undesirable results as one or more of the following effects caused by groundwater conditions occurring throughout the basin:

- (1) Chronic lowering of groundwater levels indicating a significant and unreasonable depletion of supply if continued over the planning and implementation horizon. Overdraft during a period of drought is not sufficient to establish a chronic lowering of groundwater levels if extractions and groundwater recharge are managed as necessary to ensure that reductions in groundwater levels or storage during a period of drought are offset by increases in groundwater levels or storage during other periods.
- (2) Significant and unreasonable reduction of groundwater storage.
- (3) Significant and unreasonable seawater intrusion.
- (4) Significant and unreasonable degraded water quality, including the migration of contaminant plumes that impair water supplies.
- (5) Significant and unreasonable land subsidence that substantially interferes with surface land uses.
- (6) Depletions of interconnected surface water that have significant and unreasonable adverse impacts on beneficial uses of the surface water.

(Water Code § 10721(x).)

For each of these undesirable results (except seawater intrusion), the IWVGA is legally required to evaluate and establish appropriate numerical sustainable management criteria based upon best available science and information.

The IWVGA's GSP development approach thus far has apparently focused on ways to eliminate private groundwater producers from the Basin, rather than evaluating and considering appropriate sustainable management criteria and identifying appropriate projects and management actions to avoid specific undesirable results and to achieve

specific interim milestones, measure objectives and a well-defined sustainability goal. By failing to meet SGMA's mandates, a GSP based upon Model Scenario 6 risks placing the Basin on a path to State Water Board intervention.

The California Department of Water Resources has issued a Best Management Practices ("BMP") specifically for establishing sustainable management criteria. Section 3 of that BMP identifies "Preliminary Activities" that must be completed before a GSA begins the process of developing sustainable management criteria. Those include, at a minimum:

- **"Understanding the Basin Setting.** A thorough understanding of the historical and current state of the basin is necessary before sustainable management criteria can be set. Much of this understanding is gained in the development of a hydrogeologic conceptual model, water budget, and description of groundwater conditions. For more information, see the Hydrogeologic Conceptual Model BMP, Water Budget BMP, and Modeling BMP." Currently, only a draft GSP Chapter 1, and partial draft GSP Chapter 3 have been presented to the PAC, TAC and public. TAC members submitted comments letters on partial draft Chapter 3 that were not circulated to the TAC, not discussed at the TAC meetings and not responded to by the WRM.
- **"Inventory Existing Monitoring Programs.** Minimum thresholds and measurable objectives are set at individual representative monitoring sites. GSAs should compile information from existing monitoring programs (e.g., number of wells and their construction details, which aquifers they monitor). As sustainable management criteria are set, monitoring networks may need to be expanded and updated beyond those used for existing, pre-SGMA monitoring programs. Additional information on monitoring networks is included in the Monitoring Networks and Identification of Data Gaps BMP." Currently, draft GSP Chapter 3 contains no content regarding the existing monitoring network.
- **"Engage Interested Parties within the Basin.** When setting sustainable management criteria, GSAs must consider the beneficial uses and users of groundwater in their basin. Consideration of the potential effects on beneficial uses and users underpin the minimum thresholds. GSAs must explain their decision-making processes and how public input was used in the development of their GSPs. There are specific SGMA requirements for GSAs to engage with interested parties within a basin. For more information about requirements of engagement,

IWVGA PAC

Re: *Meadowbrook Dairy Comments on PAC Task Questions for
August 7, 2019 Special PAC Meeting*

August 6, 2019

Page 10

refer to the Stakeholder Communication and Engagement Guidance Document.” The IWVGA’s development of modeling scenarios exclusively through closed session meetings contravenes SGMA’s requirements.

SGMA, the DWR GSP Regulations and Sustainable Management Criteria BMP include many other requirements for establishing sustainable management criteria.

Suggested Modifications to Model Scenario 6 for Consideration

Notwithstanding Meadowbrook’s serious concerns with Model Scenario 6, most of which are outlined above, it acknowledges and appreciates the efforts of the Water Resources Manager and the IWVGA’s Special Counsel in developing and considering creative management solutions for this particularly challenging Basin.

On behalf of Meadowbrook, we offer the following suggested modifications for the Board’s consideration in refining Modeling Scenario 6, and we remain willing to negotiate potential solutions toward achieving a consensus-based GSP:

- Eliminate the requirement that all Non-Domestic Group production of assigned pool volume cease by 2040.
- Incorporate permanent allocations to most Non-Domestic Group members, specifically including Meadowbrook. Such Non-Domestic Group members would hold both permanent allocations and also an assigned portion of the pool.
- Require reductions in Domestic Group production to occur over the sustainability timeframe. Imposing reductions to the Domestic Group increases the likelihood of a successful marketing of Non-Domestic Group water allocations.
- To the extent that Non-Domestic Group production is tied to a definable, limited amount of allowable loss of groundwater in storage, the Non-Domestic Group should also be entitled to priority use of demonstrable increases in groundwater in storage over time, such as for example, increases in actual annual natural recharge and increases in the *determination* of annual natural recharge derived through Basin monitoring and improved data and study.

On behalf of Meadowbrook, we appreciate the opportunity to comment on Model Scenario 6. We look forward to receiving input from the Board in response to the comments and questions raised in this letter and at the PAC and TAC meetings, and

IWVGA PAC

Re: *Meadowbrook Dairy Comments on PAC Task Questions for
August 7, 2019 Special PAC Meeting*

August 6, 2019

Page 11

we also look forward to achieving a collaboratively-established groundwater sustainability plan for the Basin.

Very truly yours,



Derek R. Hoffman, Attorney for
GRESHAM SAVAGE
NOLAN & TILDEN,
A Professional Corporation

DRH:mdd:mao

Enclosure

cc: Client
E. Teasdale

IWVGA PAC

Re: *Meadowbrook Dairy Comments on PAC Task Questions for
August 7, 2019 Special PAC Meeting*

August 6, 2019

Page 12

ATTACHMENT "A"

LYNN E. RICKARD, ARA
P.O. Box 2234
BAKERSFIELD, CA 93303
(661) 328-9950
Fax: (661) 328-9950

May 29, 2019

Mr. James A. Worth
McMurtrey, Hartsock & Worth
2001 22nd Street, Suite 100
Bakersfield, CA 93301

RE: Meadowbrook Ranch

APPRAISAL

File 19-1580

Restricted Appraisal Report, 1,554.69 Acres, Irrigated & Unirrigated Land, Kern County, CA

Appraisal Fee

\$2,000.00

Tax I.D. #545-68-8747

THANK YOU

Terms: Due Upon Receipt

To: IWVGA Public Advisory Committee

From: Thomas S. Bunn III

Date: August 5, 2019

Re: PAC tasks

We are the attorneys for Searles Valley Minerals (Searles). It was pointed out at the August 1 PAC meeting that the tasks requested by the Board contained a number of implicit assumptions, and that it was appropriate for the PAC to express its opinions concerning these assumptions. In that connection, we offer the following for your consideration:

Assumptions:

- As stated at the PAC meeting, the abbreviation “M&I”—which stands for “municipal and industrial”—is inappropriate here, because the categories established by the Board put Searles’s industrial production with agriculture instead of with municipal. No explanation was given for this departure from traditional practice. Searles believes it is more appropriate to group industrial with municipal.
- Model Run 6 does not give Searles any continuing allocation (except for domestic uses in Trona), despite its acknowledged prescriptive rights. Searles has also presented evidence to the Board of 1,213 acre-feet per year of pre-Navy production. Under the doctrine of federal reserved water rights, Congress could only reserve water that was unappropriated in 1943, when the base was established. Thus, Searles has a water right with priority over the Navy’s.
- The absence of a continuing allocation will result in Searles going out of business. The denial of all economic use of Searles’s property could be considered a taking for eminent domain purposes, and entitle Searles to the value of its property (including mineral rights) as compensation.
- It is not clear why a continuing allocation is given to the Water District and not Searles, because the Water District has similar prescriptive rights. The argument that municipal use has a water rights priority over industrial use

has never been accepted by a court. And Searles contends that the Navy's reserved water right does not extend to water produced by the Water District and used off-base.

- Similarly, there is no basis for giving the city and counties preferred allocations. Although prescriptive rights may not be acquired against cities and counties, they are subject to self-help rights in the same manner as the Water District is.
- In short, the proposed treatment of municipal uses in a dramatically different way from agricultural and industrial uses is inconsistent with California water rights law and therefore violates SGMA.
- Searles supports the exclusion from allocation of any producer that did not pump groundwater from 2010-2014.

Tasks:

- As was pointed out by several people at the PAC meeting, in order to set a threshold for water in storage, one needs to know the total amount of usable water in storage.
- Another important factor, which has not been presented to the PAC, is the economic impacts of various choices.
- In addition to a continuing allocation, Searles requires sufficient water for its operations until imported water is available. The proposed allocation of water in storage to Searles does not provide enough water to continue operations in the short term.
- It was suggested at the PAC meeting that the only relevant information is the impact to domestic wells, and the cost of mitigating that impact. But if a court finds that there is a taking of Searles's property, the cost would be many times that of mitigating the impact to domestic wells.
- The allocation of 63,836 AF to agriculture and industry represents only 4% of an assumed 1.5 million AF of usable water in storage. Considering the economic consequences, that amount is unreasonable.

Thank you for considering these factors. We are very pleased that the PAC is being given an opportunity to weigh in on these matters.

Item 1. Call to Order

All members were present with the exception of voting member Pat Quist (attending by phone from Colorado and ineligible to vote), and non-voting member Thomas Bickauskas.

Item 2. Open Public Comment (Not Related to Other Agenda Items) - None Received.**Item 3. IWVGA Board Tasked Policy Questions, Discussion and Issues regarding Management Action Scenario 6, Continued from August 1 PAC meeting Agenda Item #5.**

Jeff Helsley representing the WRM and Stetson Engineers, presented a summary matrix slide of the 7 management action modeling scenarios completed to date, not including the baseline model.

- **Question A – AG/Industrial “Pool” Size**

Member Comment –

Two members attempted to put a value or perspective on the 63,836AF “pool”. Lyle Fisher calculated that it represents just over 2 years of normal pumping in the he basin, which equates to a 3 foot drop in his well depth to water as measured over a 30 year time frame of his experience at ~1.5ft/yr. His written comments on all the questions are attached to this report.

West Katzenstein discussed the research he did to estimate the replacement value of the “pool”, first in a basin where their aquifer had been exhausted and imported water was now the only source (i.e. the Ogallala Basin, Wyoming). From that basin the estimated cost for delivery here was \$282K/AF. He also contacted a water hauler more locally in Acton, CA with a resultant calculated rate of \$48,877/AF, delivered. The total value of the “pool” in local terms would be over \$3B. He also noted that there is also risk in assuming the potability of the water as the level is lowered. He thought the “pool” was a generous amount. Nick Panzer noted that the “pool” represents 8.3 years of the TAC estimated natural recharge in the basin, and seemed like a lot. He stated that it could be a reasonable risk, but would need to be adjusted if minimum sustainability thresholds were exceeded.

Judie Decker supplied a written statement on each question. She stated that SVM should be separated from agriculture given their origin and industrial nature. Lyle Fisher agreed. Water quality should also be a part of this question, specifically in locations where pumping from any user (not just AG) affects shallow wells. Decisions must be based on sound science and the TAC needs to address this.

Camille Anderson stated that for SVM the “pool” number is unacceptable and should be reviewed and determined by the TAC. She also noted that SVM is an industrial user and should not be in the same pool with AG. More work needs to be done to determine the most accurate number for the total storage in the basin.

Ed Imsand stated that the idea of totally deleting AG from the basin is not in the cooperative spirit and approach defined in SGMA. The term “mining” should not be attached to AG alone, all pumpers in the valley share that definition. We should come up with a cooperative, science-based decision. He requested more definition and data on the shallow wells that have already failed, including location data and questioned the data, if shallow well mitigation is to be the driving factor in this decision. Jeff Helsley described the TAC-approved methodology used to both estimate past well failure due to water level, and the analysis data presented for each future scenario model run. Ed requested more information and will involve his hydrogeologist. Lyle Fisher stated that the methodology prediction aligns accurately with the long history on his own well. Judie Decker noted that several of the wells that the Kern County Water agency has been monitoring for 30 years have gone dry. Water quality has also declined.

Tim Carroll noted that from a policy perspective, the valley economy needs to be diverse and that eliminating AG compounds the problem. Renee Westa-Lusk agreed that the decision must be based on

sound science, and stated that only Scenario 5, Immediate Halt to Pumping, would result in less negative impact to the basin.

Josh Nugent clarified that under scenario 6, pumpers that did not have continuous pumping during the prescriptive period from 2010-2014 would not be allocated any water from the pool and would be required to cease pumping when the GSP was submitted. The “pool” allotment would also begin and Mojave Pistachios would only have 3-8 months of pumping available at current usage rates, based on their lowest annual usage during the prescriptive period. He also pointed out that the 90KAF of storage loss between scenarios 6.1 and 6.2 is due to the difference in additional imported water to offset evapotranspiration, and that amounts to 150% of the total “pool” allocation for AG and Industrial. Josh also cited experience in some other Central Valley GAs that also do not have access to imported water, similar to our basin. When Mojave Pistachios moved here the land was ag-zoned, and that they did not support the “white paper” scenario, as defined.

Pat Quist provided written comments attached to this report. Regarding SVM, she asked what San Bernardino County was going to do to address the water removed from our basin and used there. There should be an approach and agreement between the counties. She also noted that the plan addressed AG but did not limit or address municipal and domestic user actions. Smaller family-owned farms would be better off under the acreage construct for AG, as opposed to historical pumping. She also noted that we need to address the ET on the playa and how we can reduce that if possible. Pat requested information for the county on what other uses they may be able to pursue under their existing zoning after SGMA. Farming was accepted when they began here, what use will be outlawed in the future?

Don Zdeba agreed with Lyle regarding the impact of the “pool” pumping across the basin and pointed out that the shallow well analysis for scenarios 6.1/6.2 is in work and should provide good information for this decision. He also stated that the “pool” number for scenario 6 was reasonable as a good balance between the economic impact and uncertainties. He clarified comments from the August 1 meeting, noting that he agreed that the current total basin storage estimate is the best available now and should be used to inform this decision, but that work is needed to continue to take information potentially available from the recent studies and translate that data to inform and adjust the estimate, if required.

David Janiec noted that the economic contributions of the Navy in the valley is well above 80%, our sole source of water is groundwater and we have all been mining it in excess of known recharge since the ‘60s. Currently we are pumping 3 times the natural recharge. We cannot “fallow” homes, but how do we mitigate the financial impact for AG? The “pool” number seems to be a reasonable floor amount in order to mitigate that impact, while addressing the shallow well mitigation costs, and allowing for uncertainties (including national emergency) to ensure the long-term future of the valley.

Lorelei Oviatt, representing Kern County Planning, reminded the PAC that the Kern County Board of Supervisors commissioned and funded an environmental impact report on appropriate land use in the IWW. After the report was received they took the position that AG was not an appropriate use of land in the IWW. The 2014/15 determination to leave the existing AG entities as is, was to allow for this very process we are now in under SGMA, and time for the owners to evaluate what other uses they may have for their property.

Judie Decker stated her main concern was the future use of water in the valley and how we can survive until imported water is available, and noted that as the EKRC representative, she represents all users in the valley. West Katzenstein suggested that the economic impact issue could be looked at in light of uses and users as defined in SGMA, and that prioritizing uses by infrastructure required, jobs generated, livelihoods impacted and other criteria could provide a more level basis for comparison of uses and users.

Public Comment –

Don Decker noted that the groundwater storage estimate that Stetson is using is probably reasonable, but not particularly conservative given the portion that may be potable.

Doreen Conaway-Baker asked if the costs of connecting the Brown road area to city water was considered in mitigation cost alternatives for shallow well impact. She wants to be part of the solution but suggested that the plan implementation should start in 2025 so that they have time to plan adequately.

Dereck Hoffman referred to the letter he sent to PAC members and attached to this report. Meadowbrook should have a permanent allocation and objected to the premise that only AG should be called on to solve the problem. He again requested the assumptions for scenario 6. Greater understanding of the groundwater in storage is required to ensure a science-based solution in the GSP. The sustainable management criteria are just now being addressed in the TAC and the process is not consistent with SGMA. The location of past and future shallow well impacts needs to be presented. Elaine Mead suggested the PAC members consider the unintended consequences of statements and positions as we advise the GA Board.

Pat Farris expressed concern regarding AG being targeted in this approach. She questioned the influence that the Todd report has had on the AG rezoning decisions and informing the modeling and GSP development. She stated that it is not a proven fact that the basin is closed and in critical overdraft. This seems to be a politically-driven approach based on assumptions with too many unchallenged assumptions.

Larry Mead would like to know what alternatives the AG landholders have for alternative land uses under A zoning.

Claudia Eason (sp?) from Simmons Farm noted that while they purchased and operate an established ranch, since they did not pump for 2 of the years in the prescribed period (they did not start pumping until 2012) and have no allocation in the pool. This was their retirement and they are currently paying the pumping fees, but won't have water after January. She requested consideration to change the qualification period for the 3-4 farmers that might fit into this 2010-14 period with a year or more of zero pumping. Frank Bellino noted that as a small farmer, this is actually a "taking" rather than buying us out. He asked if the Navy or Congressman McCarthy have been approached to consider allocating the funds to buy out the few farms? Eliminating AG in the valley would still not fully solve the overdraft and he is prepared to join with the other farmers to oppose this. If the GA wants to take our livelihood away, buy us out. Larry Mead questioned the effect of 3000 acres of blowing sand will create with respect to damaging the Navy mission.

Don Decker stated that historically, this valley has been known to have a water shortage for over 100 years, and cited the history of a proposal to import water from Mono into the valley 10 years before the LA Aqueduct was started.

- **Question A, Part 2. Dust Mitigation Allocation From the Pool**

Camille Anderson requested clarification as to what dust is intended to be mitigated. Jeff Helsley clarified that it would be the dust resulting from management actions proposed under this scenario, most likely fallowed AG lands rather than existing dust sources.

Member Comment –

Judie Decker noted that both scenario 6 variants show continued pumping in the northwest region and continued drawdown there will cause more dust exposure from the China Lake playa. Changing the location of that pumping should be modeled. She noted that there are several methods of dust mitigation already used by local agencies that do not require water. Water use for dust mitigation should be minimized. She stated that if any was allocated for this and it must be minimum.

Lorelei Oviatt agreed and stated that rather than allocate water for this use, the GA reach out to the several known agencies and groups (including the AV Dustbusters) that already have these programs and include these mitigation methods in the GSP. Lyle Fisher agreed that an allocation should not come from this "pool", but should be addressed as recommended above.

Pat Quist noted that Quist Farms has already dealt with this without water use.

Josh Nugent indicated that working more closely with land owners well in advance of these current issues could likely have resulted in alternate land uses and minimized impacts that may have allowed some longer-term water use in the valley.

Public Comment -

Earl Wilson cited his 18 years experience on the Owens Lake playa dust issue and suggested there are non-water intensive solutions that are working there that should be considered here.

Dereck Hoffman stated that as one of the valley's largest land owners, dust mitigation on Meadowbrook properties would be a moot point with a permanent water allocation.

PAC Chair David Janiec summarized the sense of some of the PAC members expressed above. We do not know how much water might be required, and there are viable alternatives to mitigate dust and minimize water use to accomplish that. The GSP should reflect collaboration with entities experienced in alternatives to this and address it separately in the GSP. The "pool" should not have a separate allocation for dust mitigation that would further reduce the size for allocated users.

Josh Nugent disagreed, stating that he disagreed with the premise within scenario 6, and that dust mitigation should not be a problem since the goal of the GA should not be to turn AG land into a dust bowl in 5 years. Nick Panzer also disagreed stating that someone has to pay for whatever dust mitigation may be required, and it should be directly or indirectly related to the allocation in the "pool". Renee Westa-Lusk stated that we should not assume that dust mitigation entirely water-free should not be assumed as part of the plan and that it must be part of the GSP.

Josh suggested that a vote be held on each question so that member name-to-vote would be on the record. Tim Carroll agreed. Judie Decker stated that we needed more technical data to vote.

Chair Janiec reiterated that the PAC process in meetings to date had been to summarize the views of members, often conflicting, so that the GA Board and staff got the full sense of the issues and differences. Votes had only been held on those items that achieved consensus, such as committee reports. It was recognized when the PAC was created that the intent was to encourage a forum that could fully air the issues from the perspective of each group that the PAC members represent, as well as the public. Given the often opposing interests, unanimous consensus was not expected often on these issues. A consensus was not achieved on this question.

- **Question B, Part 1. How Should Allocation Within the Pool, Past Pumping or Irrigated Acreage**

Chair Janiec noted that scenario 6 was modeled using the irrigated acreage method to achieved what was viewed as the most equitable for all pumper in the pool, compared to past pumping. Tables were referenced that indicated the differences for each pumper in the pool.

Member Comment -

Josh Nugent rejected the premise that the question is based on: defining the prescriptive period from 2010-14 was adjudication case law and jurisprudence and not SGMA. He proposed that a better question should be: "How should the total volume of water that can be safely extracted from the basin while avoiding undesirable results, be allocated between domestic, non-domestic, AG, and industrial users. If there is not enough water, what should be done to meet that shortfall." "SGMA was not written to be a way to do administrative seizure of land without compensation." Camille Anderson, Judie Decker and Tim Carroll and Ed Imsand agreed.

Judy Decker stated that there needs to be some kind of buyout of some kind or not use the allocation method.

Lyle Fisher noted that the Domestic Well Owners have a market based plan that they have previously submitted under the Question B, Part 2: "Other thoughts that the Authority Board should consider". He would like it added to the agenda at some later time.

Lorelei Oviatt pointed out that the language posed in the questions refers to the lowest water use during the 2010-2014 prescriptive period, not the lowest continuous water use. That could be of interest for the few farms that were previously identified as having no allocation within the pool. If they pumped two out of the five years, the lowest of any year in which they pumped with the 5 years could be recommended by the PAC for consideration by the GA. Josh Nugent agreed. Judie Decker noted there are many small 5-10 acre family pistachio (and other) farms or ranches that would also fit in that group, mostly current employees or retirees from the base, and more research is required. Lyle Fisher also agreed.

Chair Janiec summarized the discussion noting that there seemed to be a sense that the prescriptive period should allow: A. eligibility for the pool based on the lowest of any of the years that were actually pumped during the 5 years (including only 1 year of pumping), and B. that irrigated acreage was the most equitable method, if this pool were implemented, as proposed. Pat Quist agreed. Ed Imsand, Nick Panzer, Judie Decker and Josh Nugent disagreed, noting that this should be more properly determined by the attorney team. Renee West-Lusk noted that from the tables presented, the irrigated acres method reduced the largest GA pumper by one year of operation, but expanded all the smaller AG length of pumping in the interest of equity.

Josh Nugent stated for the record that they had over \$25M invested in their pistachio fields and 8 months of future allocation would not do anything for them.

Pat Quist noted that different farms are impacted in different way by this, but thought that the acreage method was best for their and most other small farms, but each farm should be asked. If this allocation pool is announced, we will see many farms that have not yet been identified, come forward. A consensus on these questions was not achieved.

Public Comment –

Dereck Hoffman noted that these are legal issues not policy issues, and unfair to ask the PAC to address them. These concepts have been used to determine permanent allocation and Meadowbrook Farms should have a permanent allocation. He also noted no proposals or limitations have been made with regards to allocating domestic use and exempt for ramp down. Scenario 6 was developed in closed session and this highlights the legal issues involved.

Larry Mead suggest that serious consideration must be made for mitigation costs and water required based on his experience.

- **Question C. What Method Should be Used by the GA to Reach Out to Notify Small Well Owners That Mandatory Well Registration Will Be Required Under the Pending Ordinance. Postcard, Letter, Billboards?**

Don Zdeba provided cost estimates for these methods based on IWWWD experience. A 10x30ft billboard costs \$405/mo, with setup cost of \$5-600. A simple message is required given traffic speeds. It would likely have to remain in place at least until the GSP submission. An 8.5 x 5.5" postcard costs about \$1300 for printing a mailing of ~3K. There was no experience with a letter mailing.

Member Comment –

Lyle Fisher noted that the issue of mandatory well registration should have been a PAC agenda item well before the consideration of such a decision. Any mailing should be by personal letter to all APN addresses rather than postcard and include all the information necessary to register on a simplified form. Any communication will result in resistance, unless individual benefit can be perceived or major "hammer" clearly communicated.

Nick Panzer did not support a simplified registration form, stating that it included necessary information. Judie Decker noted the resistance and alienation that has been developed with previous unsuccessful communication attempts. She suggested an informal face-face meeting to sit down with the well owners and discuss this at length. We need to get them onboard as part of the solution.

Discussion about the accuracy of the APN list was discussed and it was noted that there are duplicates, out of state owners, well owners who also have municipal service, outdated addresses, and the addresses on record are based on the county property tax address on file. These need to be taken into account and the message simplified to maximize probability of response. Lorelei Oviatt agreed to look into providing the most accurate list possible, given all these limitations.

Camille Anderson advocated for a billboard campaign that would highlight the delivery of letters that would address the registration requirement, as well as informal public meetings.

Pat Quist suggest a long-term approach via the counties requiring well registration documentation if any changes take place regarding a property such as change in ownership, improvements, etc.

Public Comment –

Don Decker noted that posting notices at the Inyokern hardware store is by far the best way to reach most of the small well owners as it serves as an old fashioned general store for that community.

Public and PAC member exchange discussion then ensued regarding simplified versus full registration form as the first method to maximize the probability of response.

Earl Wilson recommended sending ta Certified letter with “Return Receipt Required” after a publicity campaign to enhance the response after the ordinance is in effect.

Elaine Mead suggested multiple communication methods as previously discussed, as well as social events such as Petroglyph Festival, Fair, etc, with registration booths to discuss and encourage registration.

Chair Janiec summarized the issue stating that multiple communication methods should be pursued. These include a letter (not postcard) with simplified registration form to begin, simplified billboards, Inyokern hardware community posted notices, and public meeting(s).

Item 4. Future Agenda Items (September PAC)

- Draft GSP Section Review
- Management Scenario Progress and Policy Issues
- Managed Growth Policy Considerations
- Imported Water Status Update

Item 5. Future PAC meeting dates

Regular meetings: September 5, October 3, November 7.

Item 6. Member Comment

- Camille Anderson noted that other GSA’s are taking a more general plan for their GSP, defining the details later, and wondered why this GA is focused on providing a more detailed plan.
- Judie Decker agreed with Camille Anderson’ comment.
- West Katzenstein noted that perhaps we should again be tasked to look at allocation concepts such as the Domestic Well Owners Plan and weigh in on the approach that could be taken.
- Josh Nugent thanked the PAC non-voting members for attending and providing important context to these issues. He also thanked the PAC Chair for efforts in consolidating the results of the meetings.
- Part Quist requested that Lorelei Oviatt forward any new well registration to the GA.
- David Janiec thanked Stetson for supporting this meeting, as well as all those who attended.

Item 12. Meeting Adjourned.

Submitted by: David Janiec, IWVGA PAC Chair, 11 August 2019

To: Fellow PAC Members from Nick Panzer

Subject: August 7, 2019 Special PAC Meeting, Agenda Item 3 (GA Tasked Policy Questions)

Date: August 3, 2019

My preliminary thoughts on Subject GA Tasked Policy Questions:

QA1: How much water should we allocate to the Ag/Industrial Pool? A: About 64,000 AF for the period 2022 to 2027 seems reasonable in light of the fact that a) all major pumpers have known (or should have known) since 2014 that overall pumping must be reduced by about 75%, and b) essentially no pumping restrictions have been in place since 2014.

QA2: Is 63,836 the right volume? A: Yes, see above.

QA3: Should apportion of the AG/Industrial Pool be “ear marked” for dust mitigation? A: Yes, see above.

QB1: How should the Ag/Industrial Pool be allocated to eligible pumpers, “water use” or “acreage”? A: “Equity” arguments for either case are about equal in strength. So take your pick.

QB2: Other factors the Authority Board should consider? A: Re QB1, since “equity” arguments for either alternative are about equal, consider making choice based on “legal” arguments, namely, which approach has the strongest legal support in California law?

QC1: What is the best way to notify well owners of mandatory well registration? A: Letter to each suspected pumper reiterating that failure to comply with the mandatory registration requirement jeopardizes a) the utility of the pumpers well due to incomplete GA management data, and b) any potential claim that pumper might have for damages due to continued basin overdraft.

To: Fellow PAC Members from Nick Panzer

Subject: August 7, 2019 Special PAC Meeting, Agenda Item 3 (GA Tasked Policy Questions)

Date: August 5, 2019

Further to my handout dated August 3, here are some additional preliminary thoughts on Subject GA Tasked Policy Questions:

QA2: Is 63,836 AF the right volume? A: Yes. Comments: Per Background Information, this proposed 64K is “pumping allowed” the Non-Domestic Group in total for 8 years (2020 through 2027). The potential value of that might range from, say, \$1,000 to \$4,000 per AF. Using \$2,000 solely for purposed of this discussion, that totals \$128,000,000 (64K X 2K). If this Non-domestic group (or any member of it) stopped pumping completely in 2020, then this 64K (or member portion thereof) would be available for sale to, say, the Domestic Group indefinitely into the future. This, of course, would be a one-time sale, and, therefore, not a portion of the sustainable yield. However, it could fill a gap between now and 2040 for the Domestic Group, giving said group more time to look for a reliable and feasible source of import water to augment natural yield. Any members of the Non-Domestic Group deciding to fallow immediately would, of course, take their chances on competing with potential alternative sources of new water (import, recycle, desalination) in the free market. But the competition would establish, by definition, a fair transfer price (willing buyer/willing seller agreed sale price). To my way of thinking, this analysis tends to support the proposed 64K volume as a reasonable amount with which the Non-Domestic Group can work.

QA3: Should a portion of the AG/Industrial Pool (Non-Domestic Group) be “ear marked” for dust mitigation? A: Yes. Comment: Whether the Non-Domestic Group members use or sell their share of the 64K allocation (see above), dust must be mitigated. It seems reasonable and practical that mitigation funds come from “AG volume use” or “sale proceeds” at the time of use or sale.

Pat Quist PAC Handout, August 7 PAC Meeting

I have looked at the total proposed numbers for acre feet allowed for the agricultural owners. I have no comment.

I have noticed the division of this 'pool' of water is pitting ag owners against each other. Both large and small properties. Not sure this was a wise idea. This action could drag the GA into court for years before the fairness issue is settled.

The question of acres or water use as method of fair division of the water does not apply the same for all crops, nor can it apply to crops such as trees in various stages of growth.

Therefore, I strongly suggest the GA revisit how this is presented and give the farmers individual choices about how this best applies to their farms.

In general the owner operated, family operations will be best off with the acreage option.

However this could be offered as a choice to each farm owner, out of respect for their different operations.

I feel is important to note, owner operated family farms, were built as homes with a rural way of life, they don't fit the same category as large business farms.

It is just not reasonable to compare, row boats with battleships.

Our businesses are styled differently, and the actions taken that work well for one don't work at all for the other.

One more thing to keep in mind.

Family properties with homes, that are also owner operator farms, are retirement investments. These investments add beauty and value to the I W V.

These properties have been, for the most part, hand built by people who were employed or retired from China Lake. Taking years to reach their goals.

Most if not all are very modern in their agricultural designs. Using state of the art and innovative farming methods. As you might expect from retired China Lake engineers.

It will be a great loss to sustainable farming and agriculture when these farms are gone.

Some of us have been in the valley over 50 years. Essentially our entire lives. Working within the desert environment to make our farms state of the art examples of farming. Model farms if you will, using innovative methods.

We were never told, even one time, by either the Navy or Kern County that our homes and "retirement investment farms" were a problem or were in jeopardy.

I strongly urge you to see the emotional and financial effect your decisions are about to have on these hard working folks.

These people who have given their careers, intellect and community service freely and wholly to the Navy Base at China Lake and the community of Ridgecrest. They came here and helped build this Valley. They should have your support and respect.

Many of these people are feeling hurt or taken advantage of by the community, Kern county and the Navy.

Can you even imagine what it must feel like after living, working and raising your family in this valley, that now you are asked to accept this situation without question.

Yes, we know this water problem needs to be solved!

Yes, we are doing everything possible to help with and comply with what is ask of us.

What we need in return is to be treated with respect and allowed to recoup our retirement investments.

I ask you to keep all this in mind when you Make decisions.

This is our only option offered so, please consider the impact on family, owner operated, small farms and provide our allotment based on acreage not on the amount of water used, or ask each of us what we want.

Sincerely, Pat Quist

Hello David and Fellow PAC members,

As I mentioned at before, I am visiting family in Colorado at this time.

I am not able to attend the 8-7-2019 special meeting.

I do however, have some opinions about the subjects to be discussed at the meeting.

First, my suggestion concerning the registering of private water wells.

I feel the county should be the requesting party, with the IWVGA receiving necessary information for wells located within the GA's areas of governances.

The method for requesting this registration information is actually quite simple and even though it requires time and patience, it will be effective.

Yes, this method will take time but, it will also allow a complete inventory, without the anger and discontent caused by the abrupt method proposed by the IWVGA at this time.

Kern County will need an ordinance requiring all water wells on property within kern County to be registered, if and when the property, changes owners, subdivides or requests permits for improvements or building on Kern County property.

The registration should include up to date information on water quality, depth to water, depth of the well itself, size and type of casing and any other relevant information, such as, is this a drinking water well or was it drilled for other purposes.

I strongly advise, if Kern County agrees to this registering method, that the other Counties which partner in the IWVGA, also make this happen in their areas of the IWVGA.

Pat Quist,
PAC Vice Chair

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INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

Ridgecrest City Hall, 100 W. California Ave, Ridgecrest, CA 93555

TECHNICAL ADVISORY COMMITTEE REPORT

August 15, 2019 Report

- Item 1: Call to Order of the June 27, 2019 meeting.
 - Present: Adam Bingham (Chairman), Don Decker, Don Quist, Michelle Anderson, Earl Wilson, Mallory Boyd, Stephan Bork, Eddy Teasdale and Tim Parker.
 - Absent: Wade Major
 - No Rand Community Water District Representative.
- Item 2: No public comments.
- Item 3: WRM Discussion of GSP
 - General Comments: Steve Johnson gave an overview of current Board direction to Stetson and stated that there is more work to be done and the Board has not made any final decisions. The WRM will move forward as directed by the Board. TAC involvement and duties will be determined and setup. He also noted loss of Naval pilot.
 - Earthquake Impacts:
 - Jean Moran provided an update that dataloggers were installed on Navy base at SeaBee wells. Presentation on earthquake impacts and response including groundwater elevation data, new monitoring wells possibilities, pressure readings, and depth to water information changes that occurred in response to the quakes.
 - Ken Hudnut, with the USGS, presented seismic data and the structural surface impact in lateral strike-slip zones generated from the 6.4 and the 7.1 quakes. Maximum strike-slip surface offset impacts discussed. A GEER Report was released to the public and is available for review.
 - TAC members asked questions regarding impacts to groundwater and pressures, structural changes, quantity and quality impact, basin-wide elevation changes. KCWA and the Navy will be providing data for comparison with previous data prior to the earthquake. Stream gauges were impacted as well and data is also available.
 - TAC question regarding subsidence at Little Lake Fault zone.
 - Data Gaps:
 - Jean Moran provided a status update on data gaps. A site visit was conducted in mid-July. The TDS sample plan is nearly complete. TDS sample wells and types of sampling were discussed. Selection will be based on the well status and best practice due to the well type and construction.
 - Modeling Scenarios Update:
 - Jeff Helsley presented the descriptions of Scenarios 6.1 and 6.2.
 - Karl Polhmann presented the modeling results for Scenarios 6.1 and 6.2.
 - TAC members requested a table comparing all scenarios that have have been modeled and all comments submitted to WRM be posted.
 - TAC discussion regarding concerns that loss of storage is driving Board decision.

IWVGA TAC COMMITTEE
Meeting Report – August 15, 2019

- Public comments regarding the reliance of imported water, the removal of agriculture from the basin, the extension of the federally reserved right, allocation verifications, and fees.
 - Sustainable Management Criteria:
 - Jeff Helsley presented on sustainable management criteria including the proposed monitoring network and draft approach for setting minimum thresholds.
 - TAC discussion of what wells to include in the network and whether production wells should be used as key wells.
 - TAC member request for the WRM to inform Brackish Water Study Group of what is required for description in the GSP.
 - GSP Report Update:
 - Documentation on land subsidence was distributed to the TAC for review.
 - Transport modeling/TDS data documentation and Model documentation will be coming within the next couple of weeks.
 - Draft Sections will be distributed for review as they are ready.
- Item 4: Future Agenda Items
 - No changes at this time but they may occur as needed for GSP requirements and the upcoming GA Board requests. TAC members are encouraged to send Stetson thoughts and input recommendations for GSP requirements and Agenda needs.
- Item 5: Future TAC Meeting Dates
 - Current future meetings scheduled for September 5th, October 3rd and November 7th.
- Item 6: Final WRM & TAC Announcements and Comments
 - WRM: No comments.
 - TAC Members:
 - Stephan Bork: None.
 - Mallory Boyd: Acknowledged current schedule pressures.
 - Eddy Teasdale: Mentioned annual reporting requirements for the GSP.
 - Adam Bingham: Thanked all of those who have helped the community of Trona in this difficult time. Reminded TAC members to submit Form 700 to Lauren Duffy/Don Zdeba.
 - Tim Parker: Thanked Stetson for progress so far.
 - Don Decker: Thanked Stetson for progress so far. Suggested TAC needs to contribute more to assist Stetson. Requested individual TAC member comments/reports are posted.
 - Don Quist: Repeat of Don Decker's comments.
 - Earl Wilson: Repeat of Don Decker's comments.
 - Michelle Anderson: Stated that KCWA will be coming out in October to measure groundwater level measurements and provide data to Stetson.

IWVGA TAC COMMITTEE
Meeting Report – August 15, 2019

- Item 7: Meeting adjourned at 4:35

Comments and suggestions on the Stetson Engineers Report on IWV Basin pumping Scenario 6, agenda item 3.b., Sustainable Management Criteria item 3.c. and Land Subsidence Conditions item 3.d.ii) - all presented at the August 1, 2019 TAC meeting

Don Decker, TAC member representing the IWV Domestic Well Owners 8/5/19

Preliminary notes: This Comment Document follows other similar reports by this author on the previous Stetson Engineers pumping scenarios. These reports appear to not have been posted appropriately on the GSA website. **All of these report comments have been offered in an attempt to provide guidance and insight into the creation of a functional sustainability plan.**

A. Items 1) through 7), pumping scenario 6

1) **Missing elements of the GSP** None of the pumping scenarios performed to date have assumed a set of conditions that meet the basic SGMA requirements as the basis of a functional and legal GSP as has been pointed out by this author in previous scenario reports. This is not to criticize the preliminary, dedicated and high quality professional work done by Stetson Engineers and their associates including the Desert Research Institute. **These scenarios do clearly expose the extreme circumstances of the Basin overdraft and its continuing cause. The scenario reports also do acknowledge the essential need for and do incorporate imported water in most of the scenarios.** We look forward to Capital Core's presentation at the August GA Board meeting. Hopefully, we will hear a positive story.

The exploration of pumping scenarios without at least a plan outline already in place runs the clear risk of misinterpretation. "What if", unsupported allocations are appropriate for the purposes of pumping scenario exploration but unacceptable for a plan. This "what if" distinction has been made repeatedly by Stetson Engineers but has been lost in the emotional turmoil of public confusion that has followed. If the fundamental assumptions of a realistic plan had been in place from the start this would have been moderated and perhaps not have happened.

Key missing elements in these existing scenarios are 1) proper recognition of the existing water rights of the Basin claimants and 2) a full recognition of the GA responsibility to stabilize and maintain usable water levels in the affected basin wells in a time frame short enough to prevent further serious damage. Both of these missing elements are discussed in the following sections.

2) **Ignored groundwater rights** As the GSP is being constructed, a serious and missing component comes from the limitations that the existing groundwater rights of at least some of the Basin pumpers will impose on a Sustainability Plan. The US Navy has belatedly brought forth its Federal Reserved Water Right and is recognized as such in all of the scenarios. However, in spite of many of us repeatedly pointing out the historic rights of the present Searles Valley Minerals, these rights have also been virtually ignored as have the overlying historical rights of some of the farm community. It is acknowledged that the overlying rights of the rural domestic well owners is indirectly recognized in the de minimis category. It is also recognized that only by adjudication will these water rights be firmly established. **However, it is proper to recognize these rights even as the GSP is being written.** The water allocations in all of the scenarios to date have favored the City of Ridgecrest and the Indian Wells Valley Water District. **With the specific aim to avoid litigation, these additional water rights must not be ignored.**

Having identified this omission it is clear that not all present pumping can be continued even if the Basin were to obtain supplemental outside water. Part of the GSP needs to be devoted to a buyout plan for some of the major pumpers to be implemented immediately. Farm irrigation is based on low cost water and this distinction in itself identifies the likely buyout candidates. This statement is key to the farm irrigation water vulnerability as described in the next section.

3) **Allocation vs market force** All of the pumping scenarios to date are based on allocations defined by the GA itself not on any suggestions or advice from the advisory committees or the public. The Domestic Well Owners Association has devised and made available a sustainability plan dated January 2019 which is based on market force economics. **Our plan has been criticized as having elements that are not legal. However, the basic market force economics of the plan most certainly are legal and are the centerpiece of virtually all modern commerce.** The Domestic Well Owners Association has described this plan numerous times in public and to the GA Board and it has been apparently ignored. No one from the GA staff or Board has offered any comments, suggestions or objections to it.

The principal advantage of this approach is that it primarily depends on market prices of water to control use. Obviously, those activities that depend on the lowest cost water will likely cease at some point. Making our water supply function like a commodity market is not a novel idea at all and completely avoids almost all of the turmoil and legal fighting since allocations can then play a minor and non-controversial role. The only water right involved would be the Federal Reserved Right. We strongly recommend that our plan be reexamined carefully and modified to satisfy whatever legal issues are present. **We submit that a market force approach is likely the only approach which will satisfy all of the conflicting claims and requirements in this complex Basin.**

4) **Critical importance of the vulnerability of shallow wells** It is estimated that about 95% of the total number of wells in the IWV Basin are domestic private wells. These wells serve a primarily rural community. These wells are relatively shallow by design and have overall produced a very small fraction of the groundwater pumped over the years. **Even though the pumping fraction for these wells is small the value of these wells to the rural community is very high and danger of individual well failure due to ever decreasing groundwater levels is a critical concern. The shallow well community has absorbed this cost to repair or replace wells for decades.** This ongoing well failure is primarily the consequence of water mining by the major pumpers. Stetson Engineers has developed a quantitative model that can predict well failure rates for the present or any future pumping plan including the scenarios under discussion. **This model can provide very valuable guidance to the development of sustainability pumping plans.**

It is easy to develop a pumping plan that will result in a sustainable **overall** condition. No elaborate pumping or flow model is required. What is a lot harder is to devise a plan that works properly in all of the varied areas of the Basin, some with significantly higher pumping rates and some with more complicated hydrology. **To protect the shallow wells in the Basin into the future it is essential to reduce local and overall Basin pumping immediately.**

The notion of a grace period of perhaps two years where major pumping is allowed to continue as-is, simply continues the existing unacceptable condition of over- pumping. The short term benefits to commercial entities are clear but no one else benefits at all. A ramp down similarly does not benefit the great majority of Basin pumpers. Allowing continued pumping at current rates for a “grace period” of even 2 years followed by a 5 year ramp down is in effect just allowing the overdraft to continue.

The idea that these extensions would give the farmers an opportunity to recoup their investments is nonsense. Farming works on a long term basis. The groundwater shortfall issue has been widely known for decades (actually a hundred years) and has simply been ignored. One can have a certain level of sympathy for the farmers now caught up in this water supply squeeze, except that much of the current farm activity has occurred in the last 10 years - even as the County funded and published the Todd Report and followed up by a huge reduction in the A1 zoned land in the IWV. The Todd Report summarizes decades of IWV groundwater research which clearly identifies the critical nature of the Valley overdraft. **A far better approach element to reduce farm irrigation is to implement a limited buyout immediately upon acceptance by the State of the GSP. Again a market force approach is appropriate.**

5) **Incomplete entries in Tables 1 and 2** Regardless of the GSP basic approach, it is essential that all major producers be identified with defensible accurate pumping numbers. **Since SGMA has significantly changed the former prescriptive right law, it is especially important to determine the pumping quantities for the years 2010 to 2014 for every major pumper. Many of both the older and newer farmers in the Basin expanded their irrigated acreage during and after this time.** The existing Tables 1 and 2 summarizing acreage and water production by the major pumpers is not accurate or complete. There are many small acreages not accounted for. The attempt to force well registration may result in some new water users coming forward but it should not be expected to be very useful. An examination of Google Earth imagery during this time period could be useful to verify the actual irrigated acreages. It is unfortunate to resort to spy techniques to obtain this information.

6) **Inappropriate questions to the PAC** The PAC has been asked to comment on the correctness of the 63,836 ac-ft number in the scenario 6 ramp down. Why this was directed to them is not clear as any useful answer depends on the impact of this water increment on the total water in storage which is a TAC question. There has never been a public discussion of Basin storage at a TAC meeting except for that brief opportunity right after the Stetson presentation of the topic some months ago. One can observe that there is a range of estimates in the literature but the average is about 2 M ac-ft in the top 200ft of the aquifer. **None of the values tabulated take into account the substantial volumes of additional poor quality water that were discovered during the Bureau of Reclamation study – not even the Bureau number. The value of about 2M ac-ft is not conservative.**

7) **Need to recognize value of maintaining some groundwater flow to the sink** All of the flow model calculations for the scenarios demonstrate a continuation of the declines in groundwater levels NE of the Little Lake fault. This trend is observed in the actual water levels that have been recorded in this area. The declines are a result of the lower hydraulic conductivity of the disturbed fault zone and the predominate pumping to the SE of the fault. Why is any of this important? As the residents of the Valley can attest there have been many severe dust events (very characteristic white dust) occurring primarily at the now dry playa and vicinity that have been more and more frequent in recent years. There is ample evidence that the shallow water phreatophyte zone nw of the playa is slowly drying out also.

If this Valley is to avoid an Owens Lake dust condition attention needs to be made to this problem. In the design of sustainability scenarios it is important to not entirely ignore the 2500 ac-ft of estimated discharge even if the model seems relatively insensitive to it. We cannot afford to assume we can productively use all of the 7650 ac-ft of natural recharge and simply continue to dry out this area. This is primarily a Navy issue now but it will become a Valley issue at some point that will be potentially a lot more expensive and difficult to solve.

B. Sustainable Management Criteria item 3.c.

1) **Groundwater level as a proxy** There is unnecessary confusion over use of groundwater levels as a proxy for groundwater quantity and possibly groundwater quality. Care needs to be placed on the wording in the GSP sections that introduce and use these concepts. I suspect that there was actually some confusion at DWR over this since both lowering of groundwater levels and reduction of groundwater in storage are both listed as management criteria. There is no doubt that a water level proxy will be used extensively in the IWV GSP for both descriptions of monitoring and for minimum thresholds. Except for some areas along N Brown Rd, water level proxy for water quality will not likely be useful. It is probably not appropriate to attempt to even bring up the water quality proxy use for this Basin. There is no reason to create more confusion.

2) **Groundwater level minimum threshold** Since the Basin has substantially different static water levels at different locations, largely as a result of local water mining, it will be impossible to have only a few water levels to be set as minimum level metrics. It would be possible to use a section by section approach like Jean M has already done for shallow well impact analysis. This suggestion of course leads directly to a next step which is to use her analysis to establish the section minimum threshold based on shallow well impacts. There probably is not enough actual well data to do this but her well construction model could be used instead. **The advantage of using a shallow well impact as a minimum water level threshold is that it does not involve any more or less arbitrary selection of minimum levels.**

C. **Land Subsidence Conditions item 3.d.ii)** This section is very well written and is quite thorough and professional in its content and approach. There are two areas that this author has brought up before that should be added/modified. 1) Even though early day IWV subsidence caused by local pumping is not documented in the literature there is substantial physical evidence from the subsidence depressions that are still quite evident. The most obvious area is at the old Bowman Ranch which was centered at the present day Walmart. The depression is about 15ft and is nearly ½ mi in diameter. It is a very evident feature even today. Up into the 70's there were several water well motors that were perched on their casings above the original ground level in the area by about the same 15 ft. 2) The other area is located on the very early day IWV farm pumping which was more or less centered on N Brown Rd and extends from about Leliter Rd to north of Neal Ranch Rd. This depression is also quite evident even today. There were also water well motors still mounted on casing perched in the air scattered around in this area into the 70's and some no doubt still remain. Neither of these subsidence features are subtle. **It would seem to be proper to mention these depressions related to early pumping even though there is no professional documentation. The rationale for doing such is to illustrate that water extraction subsidence in the IWV Basin has occurred and is not a theoretical issue.**

The second area of omission relates to the extensive and thick (1600 ft) organic clay zone underlying N Brown Rd which is not shown at all on Figure 2. This clay is the western portion of the lacustrine feature which is shown stopping at the Little lake Fault. There is ample evidence for this continuity in wells across the 5 miles more or less separating Brown Rd and the Little Lake Fault. This author strongly suspects that this clay zone is the origin of the subsidence that is described in C.2) above. With further pumping along N Brown Rd further subsidence would be expected and in fact, is likely the most subsidence prone area associated with current or likely future pumping in the Valley.

COMMENTS ON AUGUST 1, 2019 TAC MEETING
Submitted by Tim Parker, Consulting Hydrogeologist

TDS SAMPLING PLAN

Reminder to the WRM - The RWQCB approved Salt and Nutrient Management Plan contains specific groundwater monitoring requirements, including analytes and a schedule or monitoring and reporting to RWQCB. Recommendation that the SNMP be reviewed to decide how and when monitoring requirements will be addressed, and how some of the RWQCB SNMP monitoring requirements will be addressed with the TDS Sampling Plan.

GSP PROJECTS AND MANAGEMENT ACTIONS SECTION

Discussion of the GSP did not touch on the required Projects and Management Actions section. WRM was asked for when the section would be available for review, and the scope and schedule for what is needed to have the Brackish Water Project included in the GSP Projects and Management Actions Section.

MODEL DOCUMENTATION

WRM indicated that DRI is preparing the groundwater flow model documentation. WRM was requested to review for SGMA DWR Model BMP compliance prior to sending to TAC for review.

TAC COMMENTS ON GSP SECTIONS AND MEETING PRESENTATIONS

The TAC understood that TAC comments on documents will be included in meeting handouts. This has not occurred. When asked about it, WRM indicated he thought it was being done and asked Adam Bingham, the TAC Chair. This would best be assigned as a WRM responsibility as a contractor to the IWVGA, and not a Committee member's responsibility.

Suggestion: In the future, TAC members should be instructed to send all comments to the TAC Chair and the WRM, and WRM should ensure these documents are made part of the subsequent meeting package.

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To: Don Zdeba, General Manager IWVGA

From: Jeff Simonetti, Sr. Vice President

cc: Michael W. McKinney – Capitol Core
Todd Tatum – Capitol Core

Date: August 6, 2019

Subject: Project Update Memorandum – July 2019

The following will serve as a project update to Capitol Core Group's activities for the month of July 2019.

Task 1 – Determination and Secure Sources of Imported Water Supplies

Final discussions with various state water agencies were completed during the month of July and added to the Technical Memorandum (“Subtask B”) which has been completed and provided to you as a “Confidential Memorandum.” The document contains pricing, availability, and potential contract terms for specific water transactions and was therefore deemed to be confidential. We have provided a presentation to the Board that provides an overview of the points of the Technical Memorandum and the next steps and feedback that Capitol Core is seeking from the Board.

During the month of August, and continuing into September, Capitol Core anticipates commencing both Subtask C – Implementation Meetings with Staff and Subtask D – Community Outreach meetings at your direction.

Task 3 – Identification and Secure Potential Funding Sources

During July, a significant effort was placed on completing the U.S. Bureau of Reclamation WaterSMART¹ grant application previously approved by the Board. The application was completed and submitted prior to the deadline. Based upon grant criteria, a collective decision was made between Stetson Engineering, Capitol Core and you to increase the overall grant to the “Tier II” funding level, requesting \$400,000 over a three year period based upon eligibility of additional work by Stetson which was not previously considered during the Board's original discussion. Letters of support for the IWVGA application were submitted by Representative Kevin McCarthy, Representative Paul Cook, State Senator Shannon Grove, Assembly Member Vince Fong, the Indian Wells Valley Economic Development Corporation, and the China Lake Alliance. We greatly appreciate the support provided by Stetson Engineering and the staff that made the timely submittal of the application possible. The application is currently under consideration by the reviewing team at the Bureau of Reclamation.

In addition to grant activities during July, Capitol Core continued development of a potential federal funding strategy seeking guidance from the Ad Hoc Committee. During August, key meetings will include Senator James Ihofo (R-OK), Chairman Senate Armed Services Committee to seek support of SGMA reporting language within the FY2020 Defense Authorization Act and to obtain guidance on furthering the DCIP program the Senator authored last year. In addition, final/follow-up meetings will occur with the Army Corps of Engineers concerning potential WRDA programs.

Due to the upcoming mid-Session legislative recess at the California Legislature, Capitol Core will be conducting various meetings in Sacramento to discuss potential funding strategies for the IWVGA project during August. We anticipate completion of the Funding Source Strategic Plan and submittal in October 2019, thereby completing Subtasks A, B, and C.

Should you have any questions, please give me a call.

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Imported Water Supplies Discussion
IWVGA
August 15, 2019

Today's Agenda

1. Water supply challenges that Ridgecrest and California face
2. Where might these water supplies come from?
3. What might they cost?
4. Water Infrastructure for the Basin
5. Considerations and Next Steps

Project Overview

Capitol Core was tasked with:

1. Finding potential water supplies to support deliveries of 3-5,000 acre feet of water to the Basin per year
 2. Determining potential funding sources for the infrastructure required to deliver water to the basin
- Delivered Funding Sources Report and Water Resources Technical Memorandum to the Board for review and direction

3

What is Driving Water Demand?

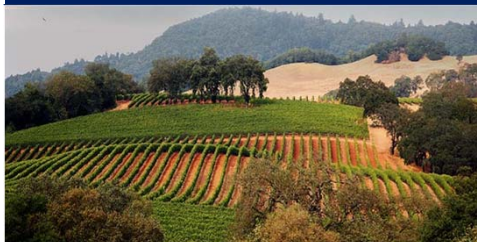
Population Growth/Development



Regulatory



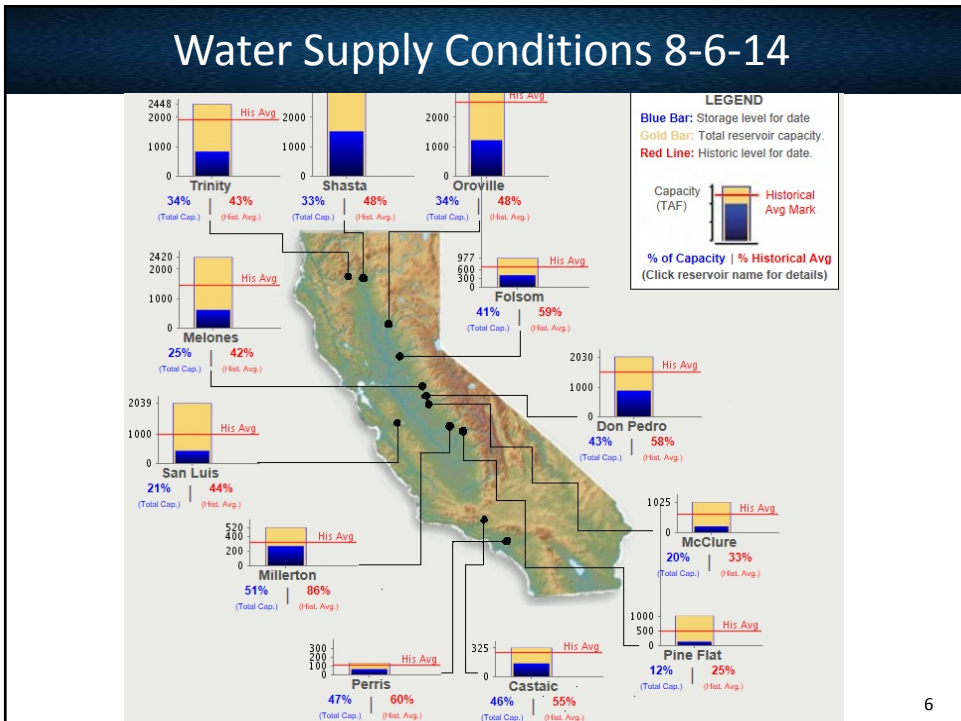
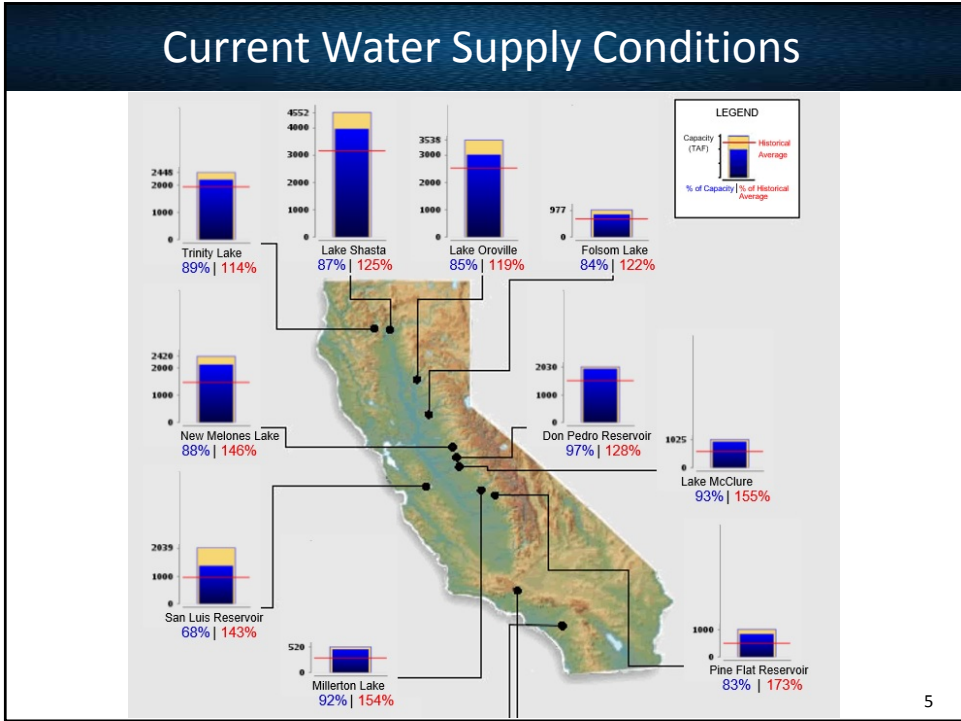
Agricultural Operations Across the State



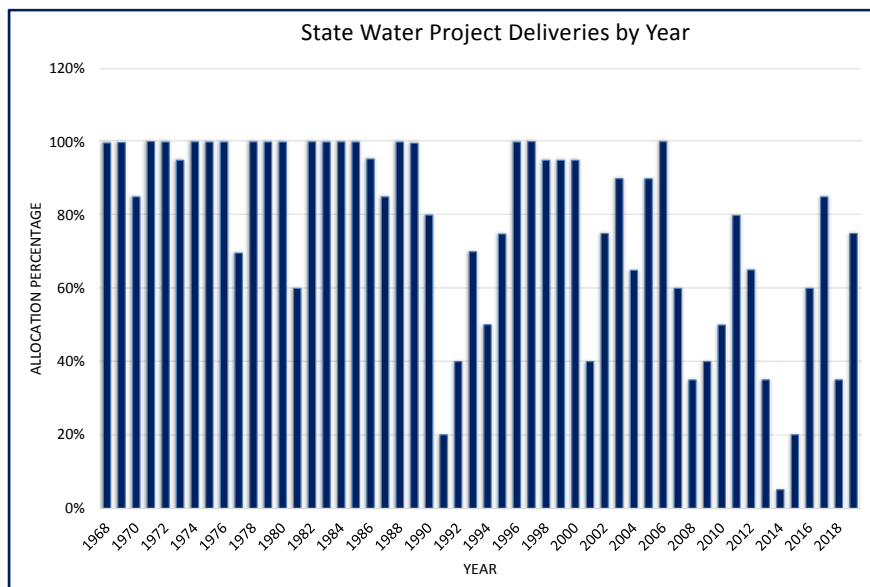
SGMA Compliance



4



Water Supply Variability



7

Potential Water Supplies

Single Year Purchases

- Can either be transferred directly or banked
- Require State and local approvals
- Vary in cost depending on the year's hydrology

Multi-Year Purchases

- Similar logistically to single year purchases
- Usually have annual cost escalator in contract

Permanent Water Rights

- Holders have rights to receive annual surface water allocation
- Percentage allocations can change from year to year

8

Single Year Water Pricing

- Physical water can be transferred in a single year
- **Hydrology Affects Price:** Water in 2019 ranges from \$300-400 per acre-foot
- As drought intensifies and water becomes more scarce, water prices in California can increase dramatically.



Transactions

Sold 3,200 AF for \$7 million, approximately \$2,200 per AF – July, 2015



Purchased \$11 million worth of water in the 2014 Buena Vista Auction

Buena Vista Water Storage District February, 2014 Auction

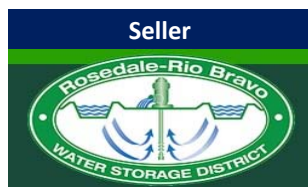
AF Water Available	12,000
Total AF Requested	63,100
Multiple Over-Subscribed	5.26
Total of Bids (\$)	\$55,268,100
Minimum Acceptable Bid per AF	\$600
Average Bid per AF	\$875
Minimum Bid Received per AF	\$650
Maximum Bid Received per AF	\$1,350

9

Multi-Year Transfers





- Provides an annual agreed-to amount of water delivered
- Contract usually contains annual cost escalator

Example Multi-Year Transaction:



- Buyer CVWD purchases 9,500 AF annually from Rosedale beginning in 2012
- Contract contains annual cost escalator and CPI adjustment
- **2013 Cost Per Acre-Foot:** \$464

10


Comparable Permanent Entitlement Transactions					
2009	Buyer	Seller	AF Transferred	Price	Price Per AF
		Sandridge	14,000	\$73,500,000	\$5,250
		Jackson Ranch	1,748	\$14,253,700*	
2010	 TEJON RANCH	Dudley Ridge WD	2,000	\$11,700,000	\$5,850
2012		RANCHO LAS FLORES	5,971	\$31,700,000	\$5,308

* This price includes the land IRWD followed and the interest in the Kern Water Bank, so not a direct comparison.

Jackson Ranch Transaction With the Irvine Ranch Water District in 2009

Assets Included in Transaction

- 1,748 AF of State Water Project Entitlement
- 880 Acres of Farm Land
- ~6% of Dudley Ridge Water District’s Capacity in the Kern Water Bank
- ~1,000 AF of previously stored water



Purchase Price:

\$14,253,700

Infrastructure Considerations

- Two potential delivery methods for water supplies:

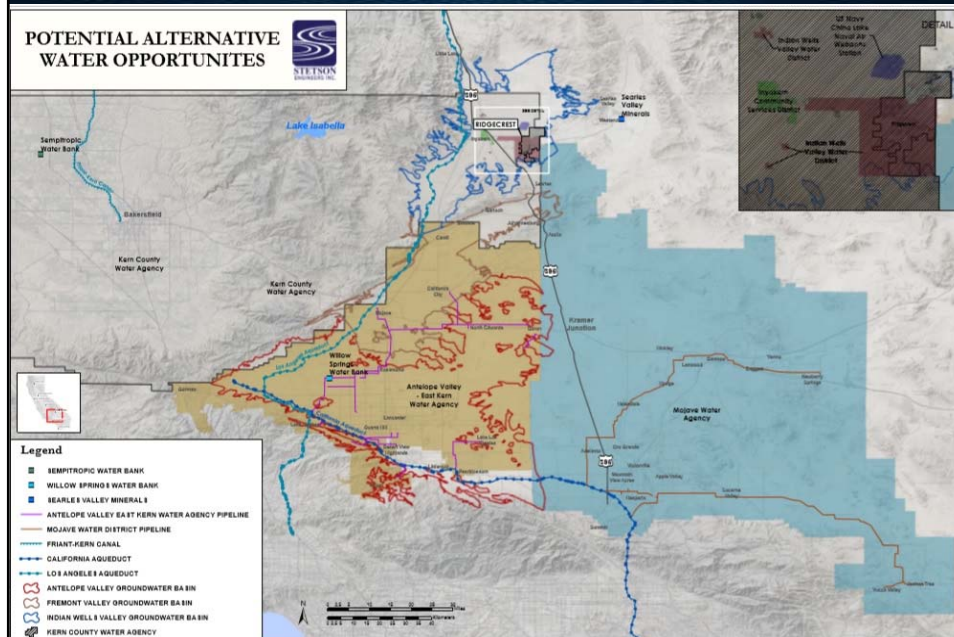
Antelope Valley East Kern WA

- **Initial Infrastructure Cost Estimate:** \$177 million
- AVEK only delivers treated water to the areas nearest to Ridgecrest
- Would have higher annual operating costs (due to water needing to be pumped from AVEK's facilities)
- AVEK has expressed initial ability to deliver water to the Basin

Los Angeles DWP

- **Initial Infrastructure Cost Estimate:** \$55 million
- Would deliver untreated water to the basin
- Lower estimated annual operating costs due to proximity to Basin

Potential Infrastructure Options



Next Steps and Considerations

Next Steps

1. Make final determination on the annual amount of water necessary to achieve basin's sustainability goals
2. Provide direction to Capitol Core on the types of water the Authority may be interested in pursuing
3. Provide direction to Capitol Core regarding transfer partner options
4. Begin community outreach

Items to Consider

- Other districts will be pursuing water supplies, particularly once the critically over-drafted basins' GSPs are submitted next year
- Capitol Core will be actively pursuing infrastructure funding sources, so coordination on water needs and infrastructure priorities will be critical.

15



Thank You and Questions?
August 15, 2019

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