

ARVIN COMMUNITY SERVICES DISTRICT

309 CAMPUS DR. • ARVIN, CALIFORNIA 93203
Phone (661) 854-2127 • Fax (661) 854-8230

REGULAR MEETING AGENDA OF THE ARVIN COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS Monday, March 4, 2019 6:00 P.M.

Call Meeting to Order

Board President Gallardo

Roll Call:

Rafael Gallardo	President
Maria Alvarez	Vice President
Cynthia Moran	Board Director
Robert Rodriguez	Board Director
Aurelio Reyna	Board Director

Raul Barraza, Jr.	General Manager
Alan Peake	District Counsel
Dee Jaspar	District Engineer

This meeting is held in accordance with the Brown Act. Individuals may address the Board on any matter listed on this agenda, excluding closed session. Members of the public desiring to address the Board must request recognition from the Board President. Presentation by members of the public is limited to two minutes each per agenda item.

Flag Salute: Board and audience salute flag.

1. Public Comment:

This portion of the meeting is set aside for members of the public to address any matter not on this agenda and over which the Board has jurisdiction. Comments are limited to 2 minutes for each person and 15 minutes on each subject.

2. Consent Calendar

The Consent Calendar consists of items that in staff's opinion are routine and non-controversial. These items are approved in one motion unless a Board Member or member of the public removes a particular item.

- a. Approval of Regular Meeting February 19, 2019
- b. Accounts Payable for February 2019

Motion: _____

Director _____, seconded Director _____

Roll Call: BD Rodriguez __ BD Reyna __ BD Moran __ VP Alvarez __ BP Gallardo __

3. **Presentation of O&M Services for Solar Project designed for Arvin CSD**
4. **Board to discuss and take action re: Cost Sharing Agreement Kern County Integrated Regional Water Management Plan**

Motion: _____
Director _____, seconded Director _____
Roll Call: BD Rodriguez__ BD Reyna __ BD Moran__ VP Alvarez__ BP Gallardo__

5. Staff Comments:

- a. General Manager
- b. Legal Counsel
- c. District Engineer

6. Board Member Comments:

This portion of the meeting is set aside to provide the Board with an opportunity to bring any new matters to the attention of the District. However, while no action can be taken on any matter discussed during this portion of the meeting, a Board Member may request that a subject be placed on an upcoming agenda. This portion of the meeting also allows the Board to get a brief update on any matter addressed at a previous meeting.

- a. Director Rodriguez
- b. Director Reyna
- c. Director Moran
- d. Vice President Alvarez
- e. President Gallardo

7. Adjournment:

Motion: _____
Director _____, seconded Director _____
Roll Call: BD Rodriguez__ BD Reyna __ BD Moran__ VP Alvarez__ BP Gallardo__

I hereby certify under perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin Community Services office window not less than 72 hours prior to the meeting dated March 4, 2019.

Raul Barraza, Jr.
Board Secretary/General Manager

AMERICANS with DISABILITIES ACT: In compliance with the ADA, if you need special assistance to participate in a District meeting or other services offered by the District, please contact the District Board Secretary's office (661) 854-2127. Notification of at least 24 hours prior to the meeting or time when services are needed will assist the District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or services.

MINUTES OF THE REGULAR MEETING OF

THE BOARD OF DIRECTORS ARVIN COMMUNITY SERVICES DISTRICT

February 19, 2019

The Board of Directors of the Arvin Community Services District duly met at a Regular Board Meeting held on February 19, 2019 at the hour of 6:00 p.m. at 309 Campus Drive, Arvin, CA 93203.

The meeting was called to order by President Gallardo at 6:00 PM

Directors Present: Gallardo, Álvarez, Moran, Reyna, Rodriguez

Director Moran came in at 6:02 p.m.

Others Present: General Manager/Secretary- Raul Barraza, Jr.; Legal Counsel- Alan Peake;
District Engineer – Dee Jaspar.

Pledge of allegiance: The Pledge was led by President Gallardo

Agenda Item #1: Public Comment

No public comment.

Agenda Item #2: Consent Calendar

- a. Approval of Regular Minutes February 4, 2019**
- b. Approval of Special Minutes February 11, 2019**
- c. Accounts Payable for February 2019**

After reviewing items on the consent calendar and there being no questions, a motion was made by Vice President Alvarez to approve all items in the consent calendar and seconded by Director Rodriguez.

AYES: Rodriguez, Reyna, Moran, Álvarez, Gallardo

Agenda Item #3: Board to discuss and take action re: Will Serve Letter Approval for Auburn Oak Developers, LLC. (Tract 5816-11) consisting of 140 single family homes with a Water Capacity Charge of \$582,400.

General Manager presented the Board of Directors with hydraulic analysis completed by District Engineer Curtis Skaggs where he states the district has enough capacity to issue a Will Serve Letter. After a discussion regarding wording of Will Serve Letter, direction was given to bring back Will Serve Letter Approval for another date.

Due to a conflict with another Board Meeting, District Engineer Dee Jaspar asked to have item 4 moved after items 5 and 6 were covered.

Agenda Item #5: Board to discuss and take action re: Arsenic Mitigation Project Phase 2.B.

General Manager updated Board of Directors that State Water Resources Control Board has given two options for the District to proceed with delays being caused by a new accounting software for the State (Fi\$Cal). Option 1 would be for the District to continue waiting for the initial agreement which could be up to four weeks. This would allow the district to be reimbursed up to 10% of project cost allowing the district to purchase material. Option 2 would be for the district to go straight into final agreement, but that would take up to 8 weeks and the district would not be reimbursed for any soft cost incurred. Staff recommendation would be to stick to option 1 and follow normal course of process. No action was taken. District to proceed with option 1.

Agenda Item #6: Board to discuss and take action re: District Staff to meet with State Water Resources Control Board

General Manager is requesting board of directors to grant permission for staff to visit SWRCB staff to see if there is anything the District can do to expedite funding agreement. General Manager is also working to have a meeting with Assemblyman Rudy Salas and Senator Melissa Hurtado to see if they could help with the process. A motion was made to allow staff to visit SWRCB by Vice President Alvarez and seconded by Director Moran.

Agenda Item #3: Board to discuss and take action re: District Audited Financial Statement for Fiscal Year ending on June 30, 2018.

Bill Walker, CPA presented the board of directors with an outline of what he does to complete his audit process and stated to have an unqualified audit. The District's total net position increased by \$455,856 over the course of the year's operations. A motion was made by Vice President Alvarez to approve Audit of Financial Statements and seconded by Director Moran.

Agenda Item #7: Board to discuss and take action re: District Agenda's Public Comment Section

During AB1234 Training, which took place on February 4, 2019 Regular Meeting, Director Reyna asked for staff to review language in Public Comment section and verify public attending was informed of their rights discussed in the Brown Act. After review from Legal Counsel, conclusion was made that agenda has language dictating to attending public members, when and for how long time is given for public comments. After a short discussion and reviewing language, no action was taken.

Agenda Item #8: Monthly Operations Review for January 2019.

General Manager presented monthly operations review to board of directors.

Agenda Item #9: Staff Comments

Counsel – wants to make sure an alternate for the KGA board is chosen for next board meeting.

Agenda Item #10: Board Member Comments

No comments.

Agenda Item #11: Adjournment

Motion was made by Vice President Alvarez and seconded by Director Moran to adjourn meeting at 7:42 p.m.

YES: Rodriguez, Reyna, Moran, Álvarez, Gallardo

Submitted by:

Attest:

Raul Barraza, Jr.
Board Secretary/General Manager

Rafael Gallardo
Board President

ARVIN COMMUNITY SERVICES DISTRICT
Board Meeting Payables
February 19 - 28, 2019

Vendor	Type	Date	Num	Memo	Paid	Debit
ARAMARK						
	Bill	02/20/2019	602045946	Uniform Services	Paid	274.93
Total ARAMARK	Bill	02/27/2019	602053155	Weekly Uniforms and Mats	Paid	136.71
Argo Chemical						411.64
Total Argo Chemical	Bill	02/20/2019	1902094	Well No. 10 - 12.5% Hypochlorite Solution	Paid	470.10
Aurelio Reyna	Bill	02/20/2019	1902094	Well No. 11 - 12.5% Hypochlorite Solution	Paid	578.10
Total Aurelio Reyna						1,048.20
BC Laboratories, Inc	Bill	02/19/2019	02/19/2019	02/19/2019 Board Meeting	Paid	100.00
Total BC Laboratories, Inc						100.00
Blue Bottle Vending	Bill	02/19/2019	B331038	30 - EPA 200.8 Arsenic, 30 - EPA 200.2 TRM Water Sample Testing	Paid	720.00
Total Blue Bottle Vending	Bill	02/20/2019	B331102	3 - VM Water Sample Testing, SM 9223B	Paid	58.00
Cynthia Moran	Bill	02/20/2019	B331105	5 - Varied Addresses Water Sample Testing, SM 9223B	Paid	55.00
Total Cynthia Moran	Bill	02/20/2019	B331230	3 - Varied Addresses Water Sample Testing, EPA 200.8 & EPA 200.2	Paid	72.00
Maria M. Alvarez	Bill	02/21/2019	B331290	1 - ECR-2 Water Sample Testing, SM 9223B	Paid	11.00
Total Maria M. Alvarez	Bill	02/22/2019	B331485	5 - Varied Address Water Sample Testing, SM 9223B	Paid	80.00
Office Team	Bill	02/24/2019	2193	1 - 20" Membrane, 1- UV Crystal w/ 2 O-rings	Paid	996.00
Total Office Team						225.24
PG&E 0448505472-2, WELL 14	Bill	02/19/2019	02/19/2019	02/19/2019 Board Meeting	Paid	225.24
Total PG&E 0448505472-2, WELL 14						100.00
Maria M. Alvarez	Bill	02/19/2019	02/19/2019	02/19/2019 Board Meeting	Paid	100.00
Total Maria M. Alvarez						100.00
Office Team	Bill	02/26/2019	52914377	Temp-Services Employee: Jennifer Gomez 11.86 hrs REG at \$22.62 per hour (week ended 02/22/2019)	Paid	268.27
Total Office Team						268.27
PG&E 0448505472-2, WELL 14	Bill	02/25/2019	01/24/19 - 02/24/19	Well 14, Service 01/24/19 - 02/24/19	Paid	7,571.80
Total PG&E 0448505472-2, WELL 14						7,571.80
PG&E 2395215405-4, 847 S. DERBY	Bill	02/22/2019	01/23/19 - 02/21/19	847 S. Derby, Service 01/23/19 - 02/21/19	Paid	171.87
Total PG&E 2395215405-4, 847 S. DERBY						171.87
PG&E 2529028868-4, WELL 13	Bill	02/25/2019	01/24/19 - 02/24/19	Well 13, Service 01/24/19 - 02/24/19	Paid	147.19
Total PG&E 2529028868-4, WELL 13						147.19
Rafael Gallardo	Bill	02/19/2019	02/19/2019	02/19/2019 Board Meeting	Paid	100.00
Total Rafael Gallardo						100.00
Robert P. Rodriguez	Bill	02/19/2019	02/19/2019	02/19/2019 Board Meeting	Paid	100.00
Total Robert P. Rodriguez						100.00
Stinson's	Bill	02/22/2019	02/22/2019	New General Manager Desk and filing cabinet	Paid	2,218.98
Total Stinson's						2,218.98
Streamline	Bill	02/26/2019	99622	Feb 2019 - Streamline Monthly Member Fee	Paid	200.00
Total Streamline						200.00
SWRCB-DWOC	Bill	02/22/2019	Raul Barraza T3 Exam	Raul Barraza T3 Exam	Paid	100.00
Total SWRCB-DWOC	Bill	02/22/2019	Alexis Gaona T3 Exam	Alexis Gaona T3 Exam	Paid	100.00
Total SWRCB-DWOC						13,959.19



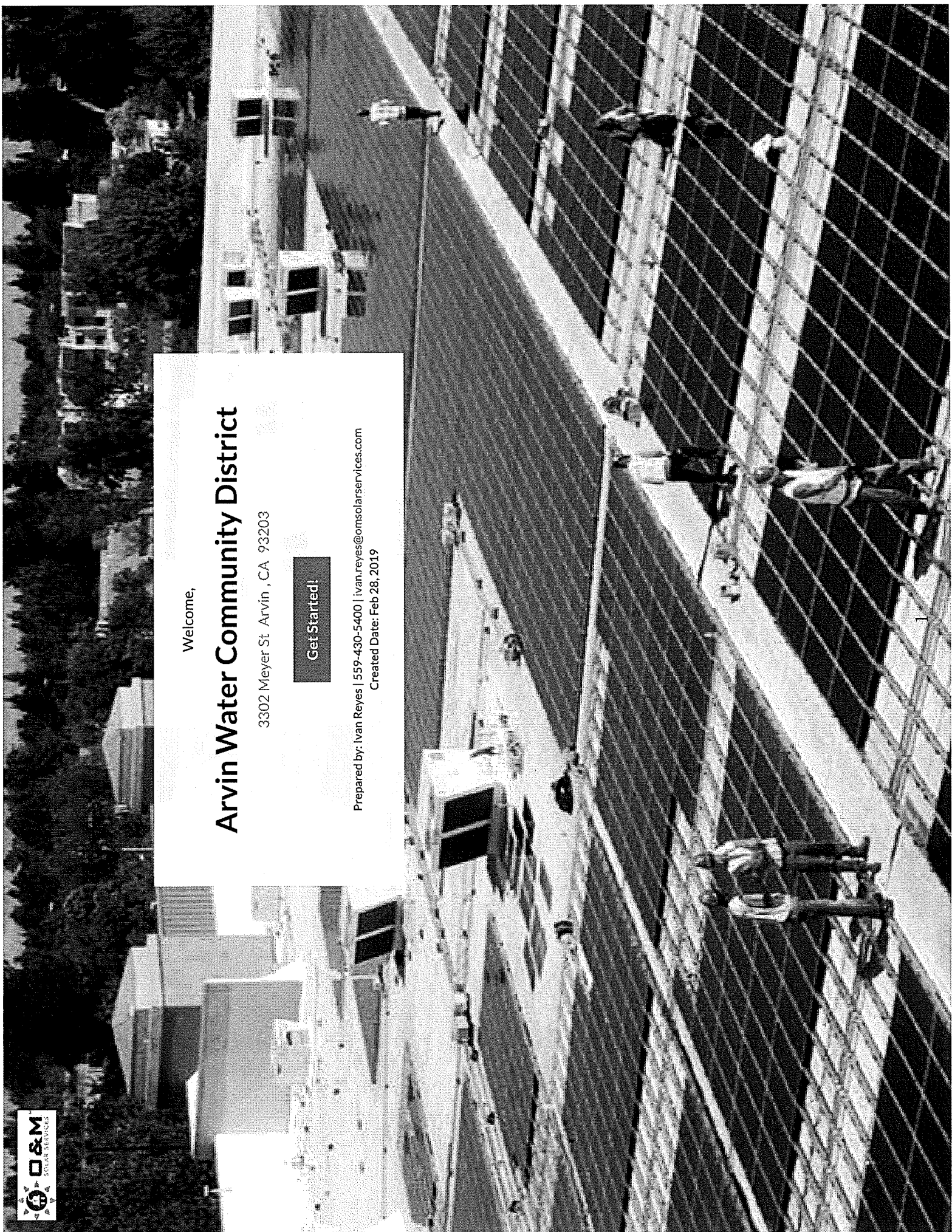
Welcome,

Arvin Water Community District

3302 Meyer St Arvin , CA 93203

Get Started!

Prepared by: Ivan Reyes | 559-430-5400 | ivan.reyes@omsolarservices.com
Created Date: Feb 28, 2019





The Cost of Doing Nothing

You signed up to buy utility power when you bought your house because there was no other option. Now you have the choice to generate affordable, clean energy right at your home!

\$13,431

Your utility bill today

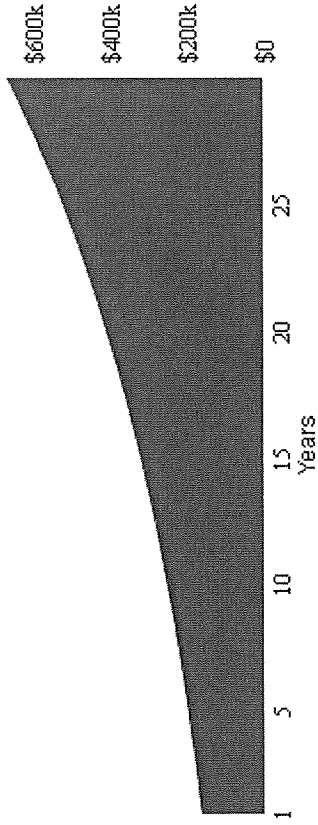
\$55,283

Your bill in 30 years*

\$10,707,954

Total utility cost over 30 years*

Utility bill over 30 years



Your utility bill is likely to go up as much as 5% every year as rates increase*. Don't get locked in to rising, unpredictable rates.

*Utility payments will vary based on local rates and rate changes. Local rates are subject to change.



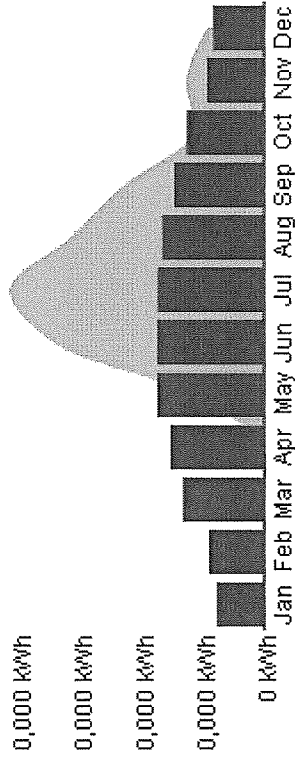
Your System

Your system is designed to save you money by offsetting your power consumption from your utility company. See how your system will produce power below.

487.50 kW	800,280 kWh	887,184 kWh
System size	Year 1 system production	Annual usage



Solar Production vs. Home Energy Consumption



3302 Meyer St Arvin, CA 93203

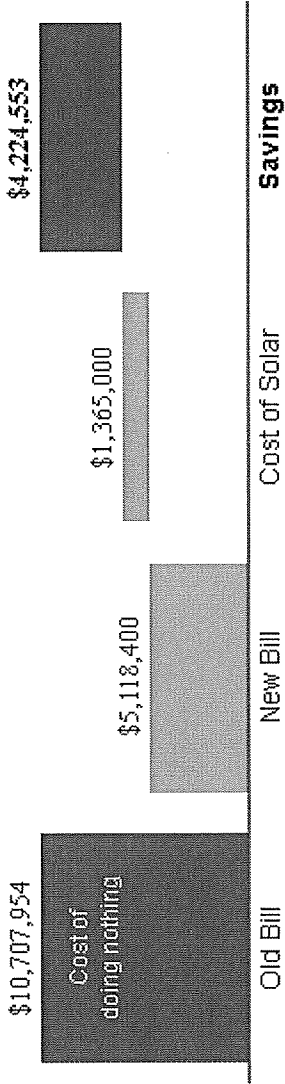
*Savings and system production will vary based on final design, utility rates, and household energy usage. The actual savings vary based on a number of factors, including weather, shading from growing trees, damage to system components, your future electricity use, and the fluctuation of the price of electricity in your utility district.



Cash

Over 30 years, you will have saved:

\$4,224,553



Payment*

Monthly Solar Payment	\$0	Payment	\$1,365,000
Monthly Energy Payment (Yr 1)	\$5,745 (\$0 + \$5,745)	- Available Incentives	\$0
Return on Investment	309.49%	Net System Cost	\$1,365,000
Payback Period	11.3 years		

Cost Breakdown*

*This is not an offer for financing nor a commitment to lend. You must apply directly with the lender. Financing is subject to underwriting and approval. Your actual available terms and rates may vary. Incentives and savings are estimates, intended only for illustration purposes, and are not guaranteed. Actual savings will vary from the figures shown based on a number of factors, including weather, shading from growing trees, damage to system components, your future electricity use, and the fluctuation of the price of electricity in your utility district. You should consult your tax advisor to determine whether you are eligible for tax benefits. PACE is property-secured financing repaid annually as a voluntary tax assessment.



Cash Flows

Year	Utility Bill			Cash		
	Old	New	Solar Bill	Incentives	Yearly Savings	Cumulative Savings
0	\$0	\$0	\$1,365,000	\$0	-\$1,365,000	-\$1,365,000
1	\$161,170	\$68,944	\$0	\$0	\$92,226	-\$1,272,774
2	\$169,229	\$72,886	\$0	\$0	\$96,342	-\$1,176,431
3	\$177,690	\$77,048	\$0	\$0	\$100,642	-\$1,075,789
4	\$186,574	\$81,441	\$0	\$0	\$105,133	-\$970,656
5	\$195,903	\$86,078	\$0	\$0	\$109,825	-\$860,831
6	\$205,698	\$90,973	\$0	\$0	\$114,726	-\$746,105
7	\$215,983	\$96,138	\$0	\$0	\$119,845	-\$626,260
8	\$226,782	\$101,590	\$0	\$0	\$125,192	-\$501,068
9	\$238,122	\$107,344	\$0	\$0	\$130,778	-\$370,290
10	\$250,028	\$113,415	\$0	\$0	\$136,613	-\$233,678
11	\$262,529	\$119,822	\$0	\$0	\$142,707	-\$90,971
12	\$275,656	\$126,582	\$0	\$0	\$149,074	\$58,103
13	\$289,438	\$133,714	\$0	\$0	\$155,724	\$213,827
14	\$303,910	\$141,239	\$0	\$0	\$162,671	\$376,498
15	\$319,106	\$149,178	\$0	\$0	\$169,928	\$546,426
16	\$335,061	\$157,554	\$0	\$0	\$177,507	\$723,933
17	\$351,814	\$166,390	\$0	\$0	\$185,424	\$909,357
18	\$369,405	\$175,711	\$0	\$0	\$193,694	\$1,103,051

Year	Utility Bill				Cash			Cumulative Savings
	Old	New	Solar Bill	Incentives	Yearly Savings			
19	\$387,875	\$185,543	\$0	\$0	\$202,332		\$1,305,383	
20	\$407,269	\$195,913	\$0	\$0	\$211,356		\$1,516,739	
21	\$427,632	\$206,851	\$0	\$0	\$220,781		\$1,737,520	
22	\$449,014	\$218,388	\$0	\$0	\$230,626		\$1,968,146	
23	\$471,464	\$230,554	\$0	\$0	\$240,910		\$2,209,056	
24	\$495,038	\$243,385	\$0	\$0	\$251,653		\$2,460,709	
25	\$519,790	\$256,916	\$0	\$0	\$262,874		\$2,723,582	
26	\$545,779	\$271,185	\$0	\$0	\$274,594		\$2,998,177	
27	\$573,068	\$286,231	\$0	\$0	\$286,837		\$3,285,014	
28	\$601,721	\$302,097	\$0	\$0	\$299,624		\$3,584,638	
29	\$631,807	\$318,826	\$0	\$0	\$312,981		\$3,897,619	
30	\$663,398	\$336,464	\$0	\$0	\$326,934		\$4,224,553	
Totals	\$10,707,954	\$5,118,400	\$1,365,000	\$0	\$4,224,553		--	

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Environmental Impact

Over the next 30 years your system will have saved:





Next Steps

Sign the Agreement

Review and sign the agreement paperwork to get the process started as necessary.

Finalize System Design

We will perform a site visit to ensure that all of the equipment can be installed and start the permitting process as necessary.

Procure Materials

We will order and arrange the logistics of delivering the materials to arrive on site. We will use a crane to lift the materials on top of the roof as necessary.

Install the System

We will schedule an installation date once the utility grants us permission to install the system as necessary.

Inspection

We will request for inspection from the city. Once that is complete the utility will install a net meter and give you permission to turn on your system as necessary.

System Operational

Flip the switch to turn your system on and start generating clean renewable energy on your roof as necessary.



Welcome,

Arvin Water Community District

3303 Meyer St Arvin , CA 93203

Get Started!

Prepared by: Ivan Reyes | 559-430-5400 | ivan.reyes@omsolarservices.com
Created Date: Feb 28, 2019





The Cost of Doing Nothing

You signed up to buy utility power when you bought your house because there was no other option. Now you have the choice to generate affordable, clean energy right at your home!

\$14,587

Your utility bill today

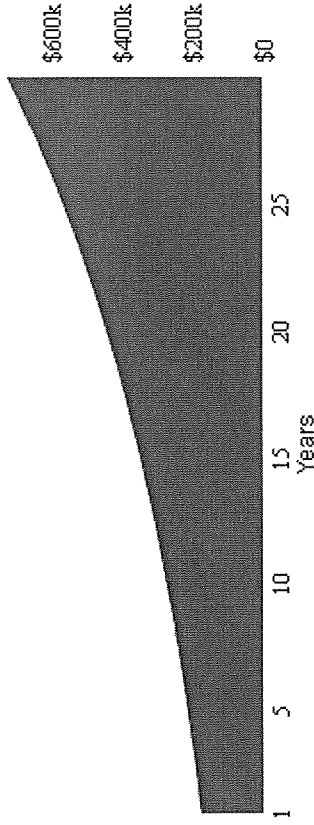
\$60,041

Your bill in 30 years*

\$11,629,591

Total utility cost over 30 years*

Utility bill over 30 years



Your utility bill is likely to go up as much as 5% every year as rates increase*. Don't get locked in to rising, unpredictable rates.

*Utility payments will vary based on local rates and rate changes. Local rates are subject to change.



Your System

Your system is designed to save you money by offsetting your power consumption from your utility company. See how your system will produce power below.

607.75 kW

System size

997,679

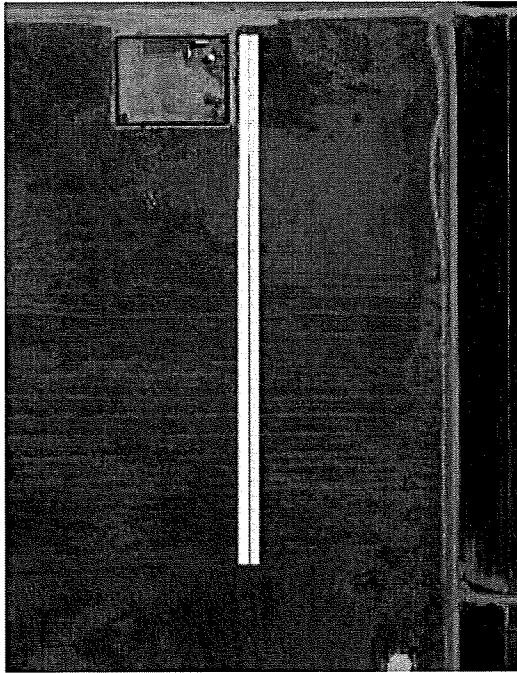
kWh

Year 1 system production

974,867

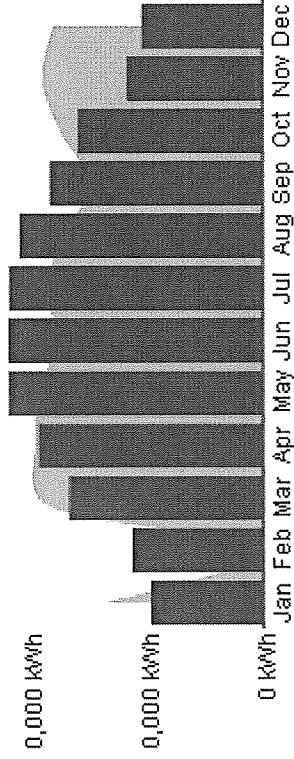
kWh

Annual usage



3303 Meyer St Arvin, CA 93203

Solar Production vs. Home Energy Consumption



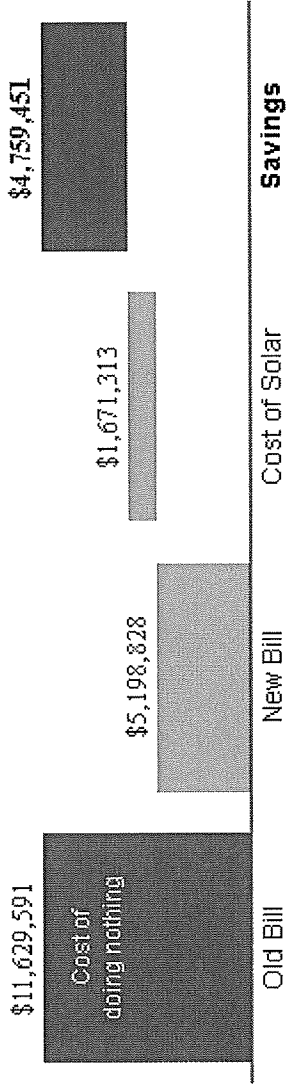
*Savings and system production will vary based on final design, utility rates, and household energy usage. The actual savings vary based on a number of factors, including weather, shading from growing trees, damage to system components, your future electricity use, and the fluctuation of the price of electricity in your utility district.



Cash

Over 30 years, you will have saved:

\$4,759,451



Payment*

Monthly Solar Payment	\$0	Payment	\$1,671,312
Monthly Energy Payment (Yr 1)	\$6,346 (\$0 + \$6,346)	- Available Incentives	\$0
Return on Investment	284.77%	Net System Cost	\$1,671,312
Payback Period	12.6 years		

Cost Breakdown*

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Cash Flows

Year	Utility Bill			Cash			Cumulative Savings
	Old	New	Solar Bill	Incentives	Yearly Savings		
0	\$0	\$0	\$1,671,312	\$0	-\$1,671,312		-\$1,671,312
1	\$175,042	\$76,148	\$0	\$0	\$98,894		-\$1,572,418
2	\$183,794	\$80,084	\$0	\$0	\$103,711		-\$1,468,707
3	\$192,984	\$84,222	\$0	\$0	\$108,762		-\$1,359,946
4	\$202,633	\$88,574	\$0	\$0	\$114,059		-\$1,245,887
5	\$212,765	\$93,149	\$0	\$0	\$119,615		-\$1,126,271
6	\$223,403	\$97,960	\$0	\$0	\$125,443		-\$1,000,828
7	\$234,573	\$103,018	\$0	\$0	\$131,555		-\$869,273
8	\$246,302	\$108,336	\$0	\$0	\$137,966		-\$731,308
9	\$258,617	\$113,928	\$0	\$0	\$144,689		-\$586,619
10	\$271,548	\$119,807	\$0	\$0	\$151,741		-\$434,878
11	\$285,125	\$125,988	\$0	\$0	\$159,137		-\$275,741
12	\$299,381	\$132,487	\$0	\$0	\$166,894		-\$108,847
13	\$314,350	\$139,320	\$0	\$0	\$175,030		\$66,183
14	\$330,068	\$146,504	\$0	\$0	\$183,564		\$249,747
15	\$346,571	\$154,057	\$0	\$0	\$192,514		\$442,262
16	\$363,900	\$161,998	\$0	\$0	\$201,902		\$644,163
17	\$382,095	\$170,347	\$0	\$0	\$211,748		\$855,911
18	\$401,200	\$179,124	\$0	\$0	\$222,076		\$1,077,987

Year	Utility Bill		Cash				Cumulative Savings
	Old	New	Solar Bill	Incentives	Yearly Savings		
19	\$421,260	\$188,352	\$0	\$0	\$232,908	\$1,310,894	
20	\$442,323	\$198,054	\$0	\$0	\$244,269	\$1,555,163	
21	\$464,439	\$208,254	\$0	\$0	\$256,185	\$1,811,348	
22	\$487,661	\$218,977	\$0	\$0	\$268,684	\$2,080,031	
23	\$512,044	\$230,250	\$0	\$0	\$281,794	\$2,361,825	
24	\$537,646	\$242,102	\$0	\$0	\$295,544	\$2,657,368	
25	\$564,528	\$254,561	\$0	\$0	\$309,967	\$2,967,336	
26	\$592,754	\$267,659	\$0	\$0	\$325,095	\$3,292,431	
27	\$622,392	\$281,428	\$0	\$0	\$340,964	\$3,633,395	
28	\$653,512	\$295,903	\$0	\$0	\$357,609	\$3,991,004	
29	\$686,187	\$311,120	\$0	\$0	\$375,067	\$4,366,071	
30	\$720,497	\$327,117	\$0	\$0	\$393,380	\$4,759,451	
Totals	\$11,629,591	\$5,198,828	\$1,671,312	\$0	\$4,759,451	--	

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Environmental Impact

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Next Steps

Sign the Agreement

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Finalize System Design

We will perform a site visit to ensure that all of the equipment can be installed and start the permitting process as necessary.

Procure Materials

We will order and arrange the logistics of delivering the materials to arrive on site. We will use a crane to lift the materials on top of the roof as necessary.

Install the System

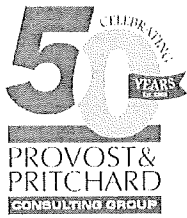
We will schedule an installation date once the utility grants us permission to install the system as necessary.

Inspection

We will request for inspection from the city. Once that is complete the utility will install a net meter and give you permission to turn on your system as necessary.

System Operational

Flip the switch to turn your system on and start generating clean renewable energy on your roof as necessary.



1800 30th Street, Suite 280
Bakersfield, CA 93301-1930
Tel: (661) 616-5900
Fax: (661) 616-5890
www.ppeng.com

EXHIBIT 1

January 16, 2019

James Water Bank Authority
Eric Averett, Rosedale Rio Bravo Water Storage District
Tim Ashlock, Buena Vista Water Storage District
Sent via email

Proposal to Update the Tulare Lake Basin Portion of Kern County Integrated Regional Water Management Plan (Kern IRWM Plan) and Provide On-going Management Services

This proposal discusses our proposed scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions, and discusses other services that may be of interest as the work proceeds.

Background

The Kern IRWM Plan is currently out of compliance with the Department of Water Resources (DWR) 2016 IRWM Guidelines. The Kern IRWM Plan was adopted by the Kern Regional Water Management Group (RWMG) in 2011. A Climate Change and Vulnerability Assessment addendum was adopted in 2014 to meet the requirements of the 2012 IRWM Guidelines. Since then, DWR has issued their 2016 IRWM Guidelines, which includes specific items to be addressed by IRWM Groups in order for a grant applicant to obtain funding under Proposition 1.

Under Proposition 1, there is approximately \$26.4 million in Implementation Grant funding available for the Tulare/Kern Funding Area (made up of 7 IRWM Groups including the Kern Group). Approximately \$12.7 million is available under Round 1 of the Implementation Funding and is to be awarded in 2019, and an equal amount is available for Round 2, which is tentatively scheduled for 2020. In order to qualify for this funding, grant applicants must have a Plan that meets the 2016 Guidelines adopted by around June 2019, when the Round 1 Implementation Grant Applications are due.

Under this proposal, Provost & Pritchard Consulting Group will prepare the updated Kern IRWM Plan consistent with the 2016 guidelines and also assist the Kern IRWM Group with the on-going management through 2019.

Scope of Services

Our proposed scope of work for this project is segregated into several Tasks, described below.

Task 1: Kern IRWM Plan Update

The update to the Kern IRWM Plan will include two primary efforts:

1. Addressing recent legislation requirements incorporated into the DWR 2016 Guidelines

2. Reviewing the existing Plan sections and incorporating updates to these sections to reflect changes that have occurred in the Kern Group since the Plan was adopted.

Considering recent legislation requirements, the Plan update will:

- Address AB1249 which requires IRWM regions with areas of nitrate, arsenic, perchlorate, or hexavalent chromium contamination, to include in its IRWM Plan a description of each of the following:
 - The location and extent of that contamination in the region
 - The impacts caused by the contamination to communities within the region
 - Existing efforts being undertaken in the region to address the impacts
 - Any additional efforts needed to address the impacts

There are not more detailed or specific requirements from the State as to the level of effort or extent required to meet this legislative requirement. From conversations with DWR, it is our understanding that the use of available existing (or "known") information will be adequate to address this requirement. A request for the most recent available existing information will be made regarding each of the constituents of concern under the legislation. A review of publicly available information will be conducted. The data will be summarized, likely including mapping and tabular data, and a written description addressing the required items above will be provided and included in the Plan update. No new water quality testing is included under this proposal.

- Address SB985 which requires the Plan to incorporate and acknowledge any Stormwater Resources Plans (SWRP) or approved equivalent plans within the region. At this time, the Kern Storm Water Resources Plan was adopted in 2016. The Kern SWRP overlies the same boundary as the Kern IRWM Plan. This SWRP will be discussed in the Plan Update and referenced.
- Address the additional requirements related to Climate Change. A review will be conducted of the requirements to further address climate change and its impacts in the Plan (beyond the Climate Change and Vulnerability Assessment addendum adopted in 2014). In accordance with the latest Guidelines, the IRWM Plan must address both adaptation to the effects of climate change and mitigation of GHG emissions. Climate change adaptation and mitigation must be addressed in various individual IRWM Plan components, along with a general discussion of climate change topic.

This task will also include effort to review the language of the existing Plan, as well as to include changes that have been implemented since the last Plan Update. A review of the existing Plan language will be considered compared to the most recent Plan guidelines. It has been assumed the Provost & Pritchard will work with the Kern Group to prepare an administrative draft of the Plan Update and utilize the update process outlined in the Kern IRWM Plan. A series of meetings will be held with the Kern Group to review multiple topics, what the existing Plan states on those topics, and discuss any recommended changes. The Administrative Draft will be circulated to all Members, Interested Parties and Stakeholders for comment. Upon receipt of comments, Provost & Pritchard will summarize all comments and prepare an initial response for consideration by the Kern Group. Provost & Pritchard will finalize the Plan update and prepare a final draft for public comment that will be posted on the Kern IRWM Plan website. Upon receipt of any public comments, Provost & Pritchard will summarize all comments and prepare an initial response for consideration by the workgroup. The final Plan update will be prepared and submitted to the Kern Group for adoption.

Task 2: On-Going Management

Provost & Pritchard will provide the following additional on-going management services for the Kern IRWM Group:

1. On-Going Management of IRWM Group after end of prior Plan Management Services agreement.
2. Meeting Coordination – It is anticipated that four (4) Kern IRWM Group meetings will be required in 2019. For each of these meetings an agenda and PowerPoint presentation is anticipated to be prepared in advance. Minutes of these meetings will be prepared and distributed.
3. Website Management – the Kern IRWM Plan has a functioning website that will be updated with current information. Documents will be posted on the website as they are distributed.
4. Project Submittal Forms – the Project submittal forms will be collected from stakeholders. Provost & Pritchard will assist the Kern Group in reviewing the forms and providing ranking information similar to previous efforts.
5. Pre-Application Workshop – Provost & Pritchard will provide assistance to the participants in coordinating the presentation of Kern projects at the Pre-Application Workshop for the Kern/Tulare Funding Area for the Round 1 Implementation Grant Cycle. Participants will be responsible for preparing their own Project Information Form.

Fee Estimate

Provost & Pritchard Consulting Group will perform the services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, will not exceed our estimated fees listed in the table below without additional authorization.

Proposed Fee	
Task	Estimated Fee
Task 1	\$95,000
Task 2	\$30,000
Total Estimated Fee:	\$125,000

Schedule

Once we receive a signed contract and are authorized to proceed, we can prepare the Administrative Draft of the Kern IRWM Plan Update within 15 weeks. Upon receipt of comments a Final draft can be prepared within another 4 weeks. It is anticipated that 3 week review periods will be provided to the Kern Group in order to keep the project on schedule.

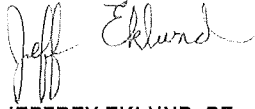
Assumptions

- No paper copies of the Plan will be required.
- No water quality testing will be required and is therefore not included.

- Once finalized, the Plan would be adopted by the Kern Group, but it is not anticipated that each individual member board or council would have to re-adopt the Plan.
- Participants will be expected to complete their own Project Information Forms.

Sincerely Yours,

Provost & Pritchard Consulting Group

A handwritten signature in cursive script that reads "Jeff Eklund". The signature is written in black ink and is positioned above the printed name.

JEFFREY EKLUND, PE
C 75680

Allocation of Costs

Kern IRWM Plan Update & On-Going Management Costs = \$129,500

Participant	Average Operating Expenses***	Potential Participant	Total Operating Expenses of Participants	Allocation Percentage	Cost Share by Agency
Kern County Water Agency	--				\$0
Kern County	--	Y		15.00%	\$19,425
CITIES					
City of Arvin	\$2,336,674	Y	\$2,336,674	0.96%	\$1,238
City of Bakersfield - Water Resources	\$28,416,013	Y	\$28,416,013	11.63%	\$15,059
City of Delano	\$11,318,016				
City of Maricopa**					
City of McFarland					
City of Shafter		N			
City of Taft					
City of Tehachapi	\$4,154,620	Y	\$4,154,620	1.70%	\$2,202
City of Wasco		N			
Subtotal	\$46,225,323		\$34,907,307	14.28%	\$18,499
SPECIAL DISTRICTS					
Arvin CSD					
Arvin-Edison WSD*	\$30,565,188	Y	\$30,565,188	12.51%	\$16,198
Bear Valley CSD					
Belridge WSD		N			
Berrenda Mesa WD		N			
Buena Vista WSD*	\$7,765,187	Y	\$7,765,187	3.18%	\$4,115
Buttonwillow CWD**					
Dudley Ridge Water District		N			
East Niles CSD					
Frazier Park PUD					
Golden Hills CSD	\$2,083,720	Y	\$2,083,720	0.85%	\$1,104
Greenfield CWD					
Henry Miller WD					
Improvement District No. 4*	\$13,860,882	Y	\$13,860,882	5.67%	\$7,345
Kern Delta WD	\$7,297,934	Y	\$7,297,934	2.99%	\$3,867
Kern Water Bank Authority	\$10,425,750	Y	\$10,425,750	4.27%	\$5,525
Lamont PUD					
Lamont Storm Water District**					
Lebec CWD					
Lost Hills UD**					
Lost Hills WD		N			
Mettler CWD**					
North of the River MWD		N			
Olcese WD**					
Rosdale-Rio Bravo WSD	\$9,070,175	Y	\$9,070,175	3.71%	\$4,807
Stallion Springs CSD					
Tehachapi-Cummings CWD	\$8,405,772	Y	\$8,405,772	3.44%	\$4,455
Tehachapi RCD					
Tejon-Castaac WD					
West Kern WD	\$17,213,500	Y	\$17,213,500	7.04%	\$9,122
Wheeler Ridge-Maricopa WSD	\$59,335,785	Y	\$59,335,785	24.28%	\$31,444
Subtotal	\$166,023,891		\$166,023,891	67.94%	\$87,983
OTHER INTERESTS					
Long Canyon WC**	\$17,891				
Mt. Mesa WC**	\$120,079				
Rainbird Valley MUC**	\$41,254				
Vaughn WC	\$3,209,584				
Oildale MWC	\$6,780,427	Y	\$6,780,427	2.77%	\$3,593
Casa Loma WC**	--				
Subtotal	\$10,169,233		\$6,780,427	2.77%	\$3,593
Total	\$222,418,448		\$207,711,625	100%	\$129,500

*Agency share reduced by \$1,500 each as these agencies contributed to the Climate Change and Vulnerability Assessment in 2014

** Agency operating expenses are low resulting in an de minimis share

*** 5 Years of annual operating expense data were collected from participants. The highest year was removed, and the remaining 4-year average was used for each agency (per the Kern IRWMP Governance Structure).

COST SHARING AGREEMENT

For Update and Management of the Kern IRWMP

This Funding Agreement (Agreement), made and entered into on this ___ day of _____, 2019 by and between the James Water Bank Authority, hereinafter "Authority," and Funding Participants of the Tulare Lake Basin Portion of Kern County Integrated Regional Water Management Plan Regional Water Management Group, hereinafter "Funding Participants."

WITNESSETH

Whereas, the Funding Participants are members of the Regional Water Management Group ("RWMG"), and the RMWG has developed the Tulare Lake Basin Portion of Kern County Integrated Regional Water Management Plan (Kern IRWMP); and

Whereas, the Authority Members and the RWMG Members are parties to a January 29, 2009 "Participation Agreement" providing for development of the Kern IRWMP, to be effective upon approval of the Kern IRWMP; and

Whereas, the Members have entered into a "Governance Structure" Agreement providing for implementation of the Kern IRWMP; and

Whereas, the Governance Structure Agreement provides for, among other things, the Executive Committee in coordination with a legal entity willing to act on behalf of the Stakeholder Group to execute and manage contracts; and

Whereas, the RWMG desires that a consultant be hired to provide an update and on-going management services for the Kern IRWMP ("Consultant"); and

Whereas, the RWMG, acting through its Executive Committee, has authorized and requested the Authority to contract with a Consultant for management services for the Kern IRWMP in an amount not to exceed the amount shown in Exhibit 1; and

Whereas, the Funding Participants listed in Exhibit 2, shall be responsible for providing funding for all costs associated with the provision of services by said Consultant, each Funding Participant contributing in accordance with the percentage assigned to such Participant in said Exhibit 2.

Now, therefore, it is hereby agreed as follows:

- (1) This Agreement shall become effective when signed by Funding Participants representing 80 percent of the Consultant cost contribution, as shown in Exhibit 2. If Funding Participants representing more than 80 percent but less than 100 percent of such costs sign this Agreement, the percentages represented on Exhibit 2 shall be adjusted proportionally without need of formal amendment of this Agreement.
- (2) The Authority agrees to administer the Consultant's contract for management of the Kern IRWMP.

- (3) Each Funding Participant signing this Agreement agrees to contribute towards the Consultant costs collectively shared by the RWMG in accordance with the percentage assigned to such Funding Participant in Exhibit 2 but not to exceed that Funding Participant's proportionate share of the total Consultant costs shown in Exhibit 1.
- (4) The Funding Participants agree to pay invoices from the Authority for the Consultant's services within forty (40) calendar days from the date of receipt of said invoices.
- (5) It is mutually understood and agreed as follows:
- a. Withdrawal from the RWMG by any Funding Participant shall not reduce said Participant's responsibility under this Agreement to make payments of its proportionate share of the full amount shown on Exhibit 1.
 - b. This Agreement shall terminate when (1) the Authority terminates the Consultant contract and/or (2) when all obligations financial or otherwise, incurred under this Agreement are resolved.
 - c. Any and all liability or expenses (including attorneys' and experts' fees and related costs) to the Authority for claims by third parties or Consultants and injury to third parties or Consultants, arising from or relating to this Agreement shall be allocated among the Funding Participants on the basis of the percent of contribution required of each party under Exhibit 2 of this Agreement. The term "injury" shall have the meaning prescribed by section 810.8 of the Government Code. This provision shall survive termination of this Agreement.
 - d. Any correspondence, communication or contract concerning this Agreement shall be directed to the following:

Authority: James Water Bank Authority
c/o: Buena Vista Water Storage District
P.O. Box 756
Buttonwillow, CA 93206
Attn: Tim Ashlock

With a Copy to:
Rosedale-Rio Bravo Water Storage District
P.O. Box 20820
Bakersfield, CA 93390-0820
Attn: Dan Bartel

Upon receipt of any formal notice concerning this Agreement, the Authority shall transmit same to each of the Funding Participants.

- e. In signing below, each of the parties warrants and represents to each of the other parties that each is a duly organized or constituted entity, with all requisite power to carry out its obligations under this Agreement, and that the execution, delivery and performance of

this Agreement have been duly authorized by all necessary action of the board of directors or other governing body of such party, and shall not result in a violation of such party's organization documents.

- f. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Signatures sent by facsimile shall be deemed originals and treated in all respects as originals.
- g. This Agreement shall bind and inure to the benefit of the respective successors and assigns of all parties; provided, however, no party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of all other parties.
- h. The parties agree to take such further action and execute and deliver such additional documents as may be reasonably required to effectuate the terms and conditions of this Agreement.

In witness whereof, the undersigned have caused this Agreement to be executed by their respective representatives duly authorized to enter into this Agreement.

Accepted:

James Water Bank Authority

Funding Participant

Name

Name

Title

Title

Date

Date