

Borrego Water District Board of Directors
Special Meeting
March 26, 2024 @ 9:00 a.m.
806 Palm Canyon Drive
Borrego Springs, CA 92004

The Borrego Water District Board of Directors meeting as scheduled will be conducted in person and in an electronic format please note BWD is providing remote attendance options solely as a matter of convenience to the public. BWD will not stop or suspend its in-person public meeting should a technological interruption occur with respect to the GoTo meeting or call-in line listed on the agenda. We encourage members of the public to attend BWD meetings in-person at the address printed on page 1 of this agenda. Anyone who wants to listen to or participate in the meeting remotely is encouraged to observe the GO TO MEETING at:

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I. OPENING PROCEDURES -

- A. Call to Order
- B. Pledge of Allegiance
- C. Directors' Roll Call: President Dice, Vice President Baker, Secretary/Treasurer Johnson, Directors Duncan & Moran
- D. Approval of Agenda
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- F. Comments from Directors
- G. Correspondence Received from the Public - None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -

- A. Legislative Advocacy Update - Sacramento: Syrus Deevers, SDA
- B. Automated Metering Infrastructure Contract – Metron Farnier – G Poole
 - a. Presentation from Metron Farnier on Meter, Data Management, Interface, Etc.. – D Rivas, Metron
- C. Town Hall 2024 Agenda and Draft Presentation – G Poole/K Dice/D Johnson
- D. Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice/T Driscoll
 - 1. Update on Board Activities
 - 2. Update on Technical Advisory Committee Activities
 - 3. Judge Mc Cormick Recent Court Actions – S Anderson

III. BOARD COMMITTEE REPORTS, IF NEEDED

STANDING:

- A. Operations and Infrastructure: Duncan/Baker
- B. Budget and Audit: Dice/Moran
- C. ACWA/JPIA Insurance: Dice/Johnson

AGENDA: March 26, 2024: The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole, General Manager – at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility. If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

AD HOC:

- A. Prop 68 Implementation: Baker/Johnson
- B. Public Outreach: Dice/Johnson
- C. Grants: Dice/Johnson
- D. Cyber Security/Risk Management: Baker
- E. Developer's Agreement: Baker/Duncan
- F. Finance: Baker/Moran
- H. Borrego Springs Basin Water Quality: Moran/Johnson
- I. Automated Metering Infrastructure Implementation: Baker/Moran

IV. STAFF REPORTS – VERBAL

- A. Monthly Water Production and Operations Report: A Asche
- B. Monthly Wastewater Production Report: R Martinez
- C. Monthly Financial Report: J Clabaugh
- D. Administration: D Del Bono
- E. Legal Counsel: S Anderson
- F. General Manager: G Poole
 - 1. Watermaster Following Project Update

V. CLOSED SESSION:

- A. Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Two (2) potential case)
- B. Conference with Legal Counsel – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-00005776)

VI. CLOSING PROCEDURE: The next Board Meeting is scheduled for 9:00 AM April 9, 2024, to be available online and in person at 806 Palm Canyon Drive. See Board Agenda at BorregoWD.org for details, Agenda information available at least 72 hours before the meeting.

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BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 26, 2024
AGENDA ITEM II.A

February 21, 2024

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Legislative Advocacy Update - Sacramento: Syrus Deevers, SDA

RECOMMENDED ACTION:

Receive Sacramento Legislative Update and direct staff accordingly

ITEM EXPLANATION:

BWD employs the services of Syrus Deevers for Sacramento and Best, Best and Krieger for DC. Syrus is scheduled to provide the Board with an update on his efforts to obtain BWD funding as well as new Legislation.

NEXT STEPS

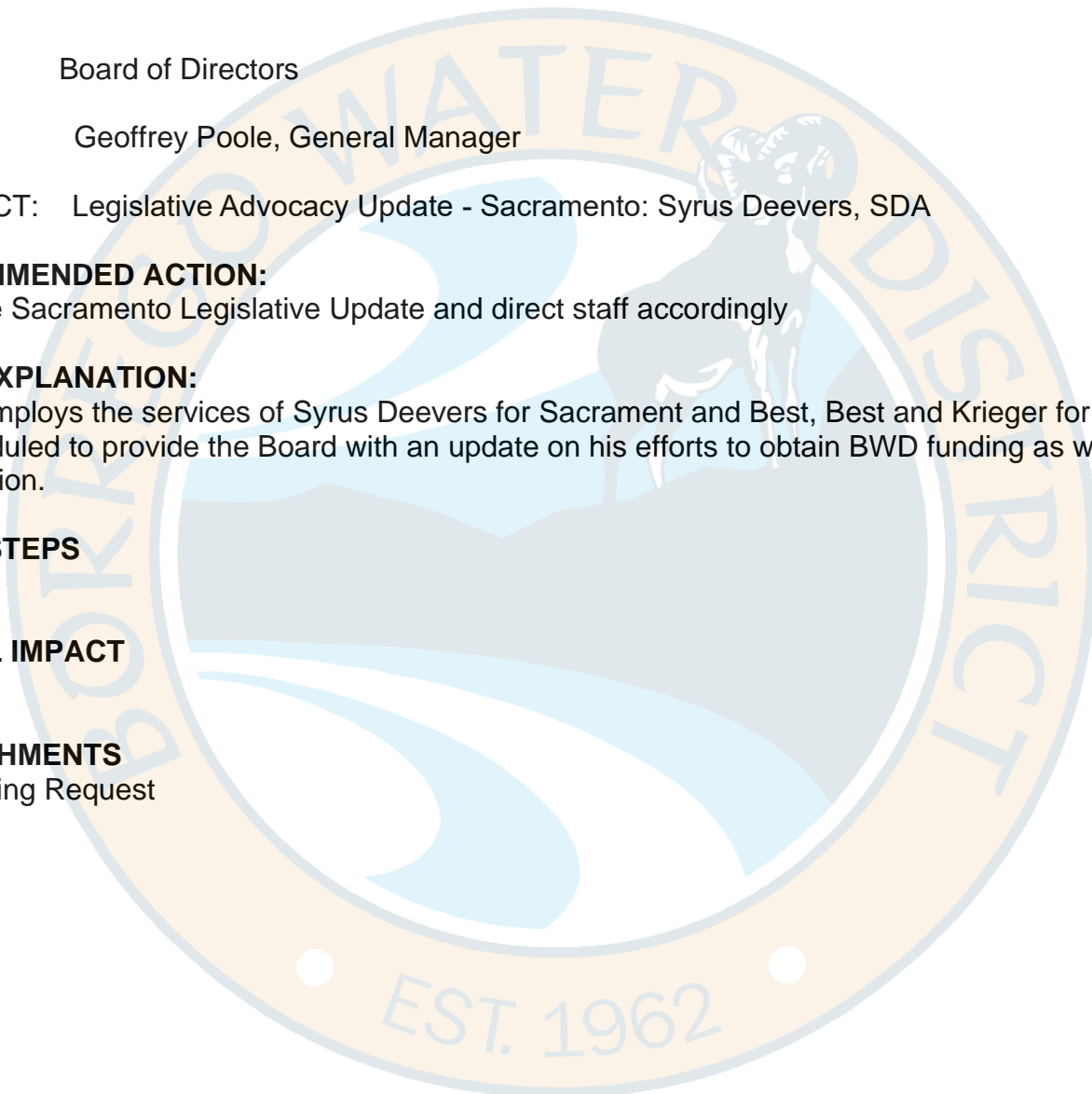
1. TBD

FISCAL IMPACT

1. TBD

ATTACHMENTS

1. Funding Request





SACRAMENTO, CA 95814

(916) 65 -4032

DISTRICT OFFICES

24640 JEFFERSON AVENUE. SUTE 202

MURRIETA. CA 92562

(95 894-2220

4740 GR=N RIVER ROAD. surrE 2 2ENERGY CORONA, CA 92878
(95') 280-1€20JOINT LEGISLATIVE AUDIT

777 E. TAHOUITZ CANYON WAY. SUITE 12 PAL* SPRINGS, CA 92262TRANSPORTATION
(760) 4224684

March 13, 2024

The Honorable Scott Weiner
Chair, Senate Budget and Fiscal Review Committee
State Capitol, Room 502
Sacramento, CA 95814

RE: Member's Budget Request for the Borrego Water District

Dear Senator Weiner:

I respectfully request that \$2 million be allocated in the Budget for the Borrego Water District ("Borrego") to support their efforts to comply with the Sustainable Groundwater Management Act, or "SGMA". Although millions of dollars have been allocated to SGMA compliance, B01Tego is only eligible for a small fraction of existing grant programs due to their unique circumstances.

VICE CHAIR

NATURAL RESOURCES

VICE CHAIR

SUDGET SUBCOMMITTEE # 5

APPROPRIATIONS

GOVERNMENTAL
ORGANIZATION

HOUSING

SENATOR

KELLY SEYARTO
THIRTY-SECOND SENATE DISTRICT

Borrego is an isolated water district with approximately 3,500 year-round customers bordering the Anza-Borrego Desert State Park in San Diego County. In order for Borrego to comply with the requirements of SGMA, it must cut groundwater pumping by 76.4% by January 1, 2040. What makes Borrego unique is the desert environment, its isolation from any other source of water, and that it must cut water use by a greater percentage than almost any other water district in the state.

Land values in the Borrego region are largely dependent on access to water. For this reason, water conservation easements are not an option as they are in other areas because any transfer of water will permanently devalue the land. The only way for Borrego to reduce groundwater pumping is to purchase land and then transfer the water rights to itself. Unfortunately, existing grant programs do not allow for this. Grant programs uniformly seek to conserve water while preserving the economic viability of the land. In Borrego that is simply not possible. Without the right to pump groundwater, most land is only valuable as endangered species habitat.

The Groundwater Sustainability Plan, or "GSP", requires Borrego to purchase 900 acre feet of water to meet the 76% reduction requirement. Borrego managed to acquire 1/3 of the total in 2023, and secure rights to another third by 2027. The funding needed for the final two phases is estimated to be \$5.9 million. The amount requested will help Borrego meet its funding needs through 2030.

Given the population Borrego serves, it is not feasible to expect it to achieve its reduction target without outside assistance. Thank you for considering this request. If you have any questions regarding this important issue, please contact, Wyatt Juntunen, at Wyatt.juntunen@sen.ca.gov or at 916-651-4032.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelly Seyarto". The signature is fluid and cursive, with a large, stylized flourish at the end.

Senator Kelly Seyarto

cc. Elisa Wynne, Staff Director, Senate Budget and Fiscal Review Committee
Chris Woods, Budget Director, Office of Senate President Pro Tempore Mike McGuire
Sandy Perez, Assistant Consultant, Senate Budget and Fiscal Review Committee
Joanne Roy, Consultant, Senate Budget and Fiscal Review Committee

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
FEBRUARY 27, 2024
AGENDA ITEM II.B

March 21, 2024

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Automated Metering Infrastructure Contract – Metron Farnier – G Poole
a. Presentation from Metron Farnier on Meter, Data Management, Interface, Etc.. – D Rivas, Metron

RECOMMENDED ACTION:

Approve revised AMI Contract and Receive Overview of Meter, Data Management, Interface, Etc...

ITEM EXPLANATION:

The attached Agreement has been revised to reflect an increase of \$10,000 due to unexpected Bond costs that were not included in the overhead calculations. Staff mentioned at the previous meeting that this scenario was possible/likely and that is true.

Following approval of the Contract, Dustin Rivas from Metron will provide an overview of the meters, data management and customer/BWD interface.

NEXT STEPS

1. Execute Contract and begin implementation

FISCAL IMPACT

1. \$1.4 M - State Grant funded via reimbursement

ATTACHMENTS

1. Amended Contract

**BORREGO WATER DISTRICT
SHORT FORM CONSTRUCTION CONTRACT
ADVANCED METER INFRASTRUCTURE**

1. PARTIES AND DATE.

This Contract is made and entered into this 14 day of March, 2024 by and between the Borrego Water District, a public agency organized under the laws of the State of California with its principal place of business at 806 Palm Canyon Drive, Borrego Springs, CA 92004 ("District") and Metron Farnier, LLC with its principal place of business at 5665 Airport Blvd., Boulder, CO 80310 ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Prop 68 Grant Funding Agreement. On December 13, 2022, the District entered into a grant agreement with the California Department of Water Resources for Proposition 68 funding awarded to the District ("Grant Agreement") incorporated by reference and attached as **Exhibit "A."** A component of this Grant Agreement tasks the District with replacing manual water meters.

2.3 Contractor. Contractor desires to sell to the District water meters and related supplies as described herein ("Products") and perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing water meter installation related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of District.

2.4 Project. District desires to engage Contractor to render such services for the Grant Agreement Component No. 2: Advanced Meter Infrastructure Project ("Project") as set forth in this Contract, including furnishing and installing from Contractor the Products necessary for said Project as detailed in this Contract ("Work").

2.5 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, performance bond, payment bond, insurance documents and other certifications as required by the Contract.

3. TERMS

3.1 Prop 68 Agreement. Contractor warrants that it has reviewed and understands all provisions and requirements of the Grant Agreement. Contractor shall, at all times, comply with all applicable provisions of the Grant Agreement including, without limitation, all applicable state laws and all provisions of the Proposition 68 Funding Requirements, incorporated herein by reference and attached as Exhibit "H" ("Funding Provisions"). If Contractor does not strictly adhere to this obligation, the District, at its sole discretion, may immediately terminate this Contract.

3.2 Compensation and Payment.

3.2.1 Amount of Compensation. Compensation for Products shall be due and payable after the District's inspection and approval of the Products. As consideration for performance of the Work required herein, District agrees to pay Contractor the Total Contract Price one million four hundred nine thousand four hundred ninety-nine dollars and sixty-three cents (\$1,409,499.63) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.2.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, District will arrange for payment of the Total Contract Price upon completion and approval by District of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, District will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.2.3 Prompt Payment. District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.2.4 Contract Retentions. If this Contract is greater than Five Thousand dollars (\$5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.2.5 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract

or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3.2.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the District, which provides that no portion of the securities shall be paid to Contractor until the District has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The District shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.2.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.2.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.2.9 Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

3.3 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "B")
- Plans and Specifications (Exhibit "C")
- Special Conditions (Exhibit "D")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "E")
- Public Works Contractor Registration Certification (Exhibit "F")
- Payment and Performance Bonds (Exhibit "G")
- Funding Provisions (Exhibit "H")

- Product Warranties (Exhibit "I")
- Addenda
- Change Orders executed by the District
- Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

To the extent there is a conflict between Exhibit B and any portions of this Contract, the terms of this Contract shall control. To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor. Notwithstanding the precedence of documents listed herein, for any conflict between the Contract Documents and the Funding Provisions or Grant Agreement, the most stringent will control.

3.4 Contractor's Basic Obligation; Scope of Work.

3.4.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "C" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "D" attached hereto and incorporated herein by this reference.

3.4.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the District.

3.4.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the District. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the District for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount

of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.4.4 Changes Ordered By District. District may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4.6 Product Delivery. Contractor agrees and acknowledges that there are various deadlines and scheduling requirements under the Grant Agreement. Notwithstanding any other delivery or work schedule under this Contract, Contractor shall deliver all Products contemplated under this Contract to the District on or before March 31, 2025. If Contractor fails to deliver the Products within the time contemplated in this section, District may, at its sole discretion, terminate this Contract for cause.

3.5 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the District may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the District may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall

include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the District's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.6 Period of Performance and Liquidated Damages.

3.6.1 Contractor shall perform and complete all Work under this Contract within 365 days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibits "B" or "C" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages the sum of one thousand dollars (\$1000.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.6.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.6.3 A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the District in its capacity as a municipal authority.

3.7 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.8 Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.9 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.10 Labor.

3.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any

failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.10.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.10.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.10.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.10.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor

registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.10.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

3.11 Performance of Work; Jobsite Obligations.

3.11.1 Water Quality Management and Compliance.

3.11.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.11.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.11.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage District, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.11.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.11.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the District and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, District may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.11.1.6 Reservation of Right to Defend. District reserves the right to defend any enforcement action brought against the District for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the District for the costs (including the District's attorney's fees) associated with, any settlement reached between the District and the relevant enforcement entity.

3.11.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.10.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, District will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.11.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.11.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give

all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.4 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein. While Contractor will not be charged a fee for any District permits, Contractor shall pay the District's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.11.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.11.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.11.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.11.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB) and all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 ("Regulation"). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the District.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the District, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.11.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.11.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters.

3.11.11 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District immediately and prior to performing any work or altering the condition.

3.12 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the District. Once the Work is acceptable to District, District shall pay to Contractor

the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.13 Claims; Government Code Claim Compliance.

3.13.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.13.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.13.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.13.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.13.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.13.4.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.13.4.3 Chronology of events and correspondence

3.13.4.4 Analysis of claim merit

3.13.4.5 Analysis of claim cost, including calculations and supporting documents

3.13.4.6 Time impact analysis in CPM format

3.13.5 District's Response. Upon receipt of a Claim pursuant to this Section, District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the District issues its written statement.

3.13.5.1 If District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.13.5.2 Within 30 days of receipt of a Claim, District may request in writing additional documentation supporting the Claim or relating to defenses or claims District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. District's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than \$50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.13.6 Meet and Confer. If the Contractor disputes District's written response, or District fails to respond within the time prescribed, the Contractor may so notify District, in writing, within 15 Days of receipt of District's response or the District's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, District shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.13.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with District and the Contractor sharing the associated costs equally.

District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

3.13.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.13.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.13.7.3 Unless otherwise agreed to by District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.13.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.13.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.13.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

3.13.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.13.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.13.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.13.10 Government Code Claim Procedures.

3.13.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.13.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District.

3.13.10.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the District.

3.13.10.4 A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

3.13.11 Non-Waiver. District's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

3.14 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the District may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the District needs to provide Contractor with only one (1) day advanced written notice.

3.15 Indemnification.

3.15.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and volunteers free

and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the District.

3.15.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

3.16 Insurance.

3.16.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

3.16.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.16.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business

18. **PERFORMANCE EVALUATION.** Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
19. **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Borrego Springs Water District

Geoff Poole
General Manager
806 Palm Canyon Drive
Borrego Springs, CA 92004
Phone: (760) 767-5806
Email: geoff@borregowd.com

Direct all inquiries to the Grant Manager:

Department of Water Resources

Christopher Martinez
Engineering Geologist
Division of Regional Assistance
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Borrego Springs Water District

Geoff Poole
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806 Palm Canyon Drive
Borrego Springs, CA 92004
Phone: (760) 767-5806
Email: geoff@borregowd.com

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

20. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Local Project Sponsors

Exhibit L– Appraisal Specifications

Exhibit M– Information Needed for Escrow Process and Closure

Exhibit N– Project Monitoring Plan Guidance

Exhibit O– Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Borrego Water District

Ann Marie Ore

For

Geoff Poole

Carmel Brown
Manager, Financial Assistance Branch

Geoff Poole
General Manager

Date 2/26/2024

Date 2/26/2024

Approved as to Legal Form and Sufficiency

James Herink

For

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 2/26/2024

Exhibit A
WORK PLAN

Project Title: Implementation Project for the Borrego Springs Sub Basin (Project)

Project Description: The Work Plan includes activities associated with implementation and continued planning, development, and preparation of groundwater sustainability for the Borrego Valley Subbasin (Basin). The resulting work from this grant will incorporate appropriate Best Management Practices as developed by DWR, and will result in a more complete understanding of the groundwater subbasin to support long-term sustainable groundwater management. The Project contains construction and planning projects including updating the Groundwater Management Plan (GMP). The Work Plan includes eight Components:

- Component 1: Grant Administration
- Component 2: Advanced Meter Infrastructure
- Component 3: Wastewater Treatment Plant Monitoring Wells
- Component 4: Education Project
- Component 5: Resiliency Strategy
- Component 6: Biological Restoration of Fallowed Lands
- Component 7: Monitoring, Reporting and Groundwater Management Plan Update
- Component 8: Groundwater Dependent Ecosystem Identification, Assessment, & Monitoring

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for each component as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before each Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with each Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final

Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion report. However, all charges accrued after the work completion date in Paragraph 2 will not be reimbursed. The retention invoice must be received, processed, and through DWRs accounting office by the final payment date outlined in Paragraph 2. All deliverables listed within the Work Plan shall be submitted with the Final Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: ADVANCED METER INFRASTRUCTURE

Implementing Agency: Grantee

Component 2 consists of the replacement of all the Grantee's manual water meters with an advanced system. Component 2 will replace over 2,000 manual water meters to address demand-side reductions to basin pumping. Development in the Grantee's service area is geographically dispersed on relatively large lots in sandy soil. This scenario creates situations where water leaks in the customers plumbing or irrigation system can run for extended periods of time unrecognized. The new infrastructure will increase water use efficiency and improve leak detection and create an immediate response in the Basin's commercial and residential sectors. Based on historic trends, Component 2 will save approximately 20 acre-feet annually.

Category (a): Component Administration

Prepare reports detailing Component 2 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 2 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 2 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Planning

Prepare and advertise bid documents for Component 2. Prepare the advertisement and contract documents for construction contract bidding. Conduct a pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. Oversee procurement and construction management.

Deliverables:

- Bid documents
- Proof of advertisement
- Executed contract
- Notice to Proceed

Task 2: Design Plans and Specifications

Submit all required permits and CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Submit all design plans and specifications of the Advanced Meter Infrastructure (AMI) hardware and software to the DWR Grant Manager for review and concurrence prior to advertising Component 2 for bids.

Construction may not begin and no costs for Category (c), Task 3 may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 3 prior to DWR completing its responsible agency obligations shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- All required permits
- CEQA Documentation, if applicable
- Design plans and specifications

Category (c): Implementation / Construction

Task 3: Pilot Study

Install new AMI equipped water meters and shut-off valves for a minimum of 100 customers. Evaluate whether automatic shutoff valves should be offered for customers. Install, test, and evaluate electronic automated systems or other similar technology to communicate with the AMI meters and automated valves. Make a recommendation to proceed with the evaluated technology or potentially reevaluate technology options. Monitor and assess the pilot study to determine if adjustments are necessary to the full-scale implementation program.

Deliverables:

- Pilot Study Report
- Meter Inspection Report
- Pilot study monitoring and assessment report
- Full scale project monitoring and assessment report

Task 4: AMI Implementation for Remaining Connections

Install new AMI equipped water meters for the remaining 1,959 customers that were not included in the pilot study. Replace a minimum of 300 meters owned and operated by the Grantee. Install automated valves, if necessary.

Deliverables:

- Full Scale Project Implementation Report
- Meter Installation Inspection Report

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Task 5: AMI Outreach and Education

Conduct bilingual outreach to ratepayers to explain the benefits of Component 2 and educate them how to use online tools to shut-off water service when leaks are detected. Advertise the project to the ratepayers through the Grantee's website and through information material provided in monthly billing statements.

Deliverables:

- AMI Customer Informational Flyer
- Vendor Provided User Video

COMPONENT 3: WASTEWATER TREATMENT PLANT MONITORING

Implementing Agency: Grantee

Historically, elevated levels of nitrates have occurred in the one existing monitoring well located adjacent to the Rams Hill Waste Water Treatment Plant (WWTP) Percolation Ponds. Four (4) monitoring wells will be installed around the WWTP Percolation Ponds to study the fate and transport of nitrate and Total Dissolved Solids contamination originating from the discharge of effluent. The new monitoring wells will be detecting potential water quality issues by evaluating the point source discharges to the aquifer. The wells will be located on parcels adjacent to the existing WWTP. These wells along with an existing well will be sampled quarterly to generate the data to determine if the WWTP effluent is adversely impacting the groundwater.

Category (a): Component Administration

Prepare reports detailing Component 3 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 3 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 3 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design**Task 1: Environmental Documentation/Permitting**

Prepare the appropriate CEQA documentation for Component 3 and file the document(s) with the County Clerk's Office and State Clearinghouse as required. Prepare and submit an Initial Study for Component 3, if necessary. Complete the required CEQA documentation. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Prepare application(s) for and obtain required permit(s) to construct Component 3. Obtain all required permits for Component 3 and submit copies to the DWR Grant Manager.

Construction may not begin and no costs for Category (c), Task 4 may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 4 prior to DWR completing its responsible agency obligations shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- CEQA documentation
- Copies of required permits

Task 2: Design Plans and Specifications

Complete the preliminary design plans and specifications for Component 3 along with the topographic survey, if needed. Develop the 50% design plans for Component 3 and submit them for review and concurrence prior to completing the final design plans and specifications. Prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction, after review of the 50% design plans. Submit the 100% design plans and specifications for review and concurrence prior to advertising Component 3 for bids.

Deliverables:

- 50% design plans and specifications
- 100% design plans and specifications

Category (c): Implementation / Construction**Task 3: Construction Management**

Develop all necessary documents to secure a contractor(s) and submit to the DWR Grant Manager prior to advertising. Award the contract, submit the Notice of Award, and submit the Notice to Proceed to the DWR Grant Manager. Photo-document pre-construction conditions and monthly construction activities. Prepare any change orders, address contractor's onsite questions, review/update construction schedule, review contractor submittals and pay requests, and notify contractor if work is not acceptable. Finalize record drawings and submit the as-built drawings to DWR's Grant Manager. Construct Component 3 per the final design plans and specifications and outlined in the awarded contract(s). Conduct an inspection of the completed Component 3 by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure Component 3 was constructed per the 100% design plans and specifications and that Component 3 will provide the benefits claimed.

Deliverables:

- Notice of Award
- Notice to Proceed
- Bid document(s)
- Photo-documentation of pre-, during, and post-construction activities included within the appropriate quarterly Progress Reports

- Notice of Completion
- As-built drawings
- Site inspection letter or report

Task 4: Monitoring Well Installation

Conduct drilling, construction, and development of four (4) monitoring wells within the Rams Hill WWTP to a maximum depth of 100 feet in accordance with the Final Contract Documents and Specifications.

Deliverables:

- Drillers Well installation report(s)

Category (d): Monitoring / Assessment

Task 5: Water Quality Sampling

Collect groundwater samples from each well using a submersible pump to be analyzed for nitrate contamination and other constituents, if necessary. Compose monitoring plan detailing what is being collected and analyzed.

Deliverables:

- One-round water quality sample results
- Monitoring Plan
- Copies of Water Quality Reports

Task 6: Well Completion Report

Prepare and submit a comprehensive well completion report that documents all drilling operations, including a description of the lithology encountered at each borehole, the type and quantity of well construction materials used, and well development forms.

Deliverables:

- Well Completion Report

Task 7: Fate and Transport Investigation and Effluent Limit Feasibility Study

Perform a study to discover the fate and transport of contaminants at the WWTP, including data collection and analysis to determine current plant performance and nitrogen removal. Prepare nitrogen control strategy technical report to determine if wastewater discharged to evaporation/percolation ponds is contributing to nitrogen impairment in the groundwater.

Deliverables:

- Nitrogen Control Strategy Work Plan

Category (e): Engagement / Outreach

Task 8: Outreach and Education

Perform education and outreach to ratepayers through Town Hall meetings and presentations. Highlight the project through an informational flyer that will be posted to the Grantee's website.

Deliverables:

- WWTF Informational Flyer
- Meeting agenda and presentation materials

COMPONENT 4: EDUCATION PROJECT

Implementing Agency: Borrego Springs Unified School District

Component 4 will create and implement a Career Technical Education (CTE) Pathway in Energy, Environment, and Utilities for Borrego Springs Middle and High Schools. The goal is to educate young people around the water issues and challenges pertinent to the basin from historical times to the present Stipulated Agreement. Borrego Springs Unified School District will hire a CTE instructor certified in Energy, Environment, and Utilities who will be ready to teach in 2023. In addition, this CTE Pathway will introduce students to vital skills and post high school job opportunities. Currently, there is little understanding among students and their families about water sustainability challenges in their Basin and the required ramp down of water usage over the next 18 years.

Component 4 will address this lack of awareness by exposing students to a curriculum that will teach all aspects of water as a natural resource to be understood, regulated, and conserved in order to achieve sustainability. The curriculum of 330 hours will be integrated into science classes in middle school and in high school. The curriculum will become part of the Energy, Environment, and Utilities Pathway. The goal of Component 4 is to lead to internships, partnerships, career investigations, certifications, and/or post high school vocational programs.

Component 4 also includes outreach to parents and independent gardeners in the community by students serving as the presenters to their parents and to local gardeners, the majority of whom have children in the school district.

Category (a): Component Administration

Prepare reports detailing Component 4 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 4 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 4 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Educational Material Design

Create an Energy, Environment and Utilities CTE Pathway curriculum of 330 hours for grades 6-12 that meets the Science, Technology, Engineering, and Mathematics (STEM) statewide standards. Submit the curriculum to the DWR Grant Manager for review and approval through DWRs Public Affairs Office (PAO) to add to DWRs Underrepresented Community Technical Assistance Program's website.

Deliverables:

- Copy of Curriculum

Task 2: Lesson Design & Translation

Recruit and hire an Energy, Environment, and Utilities CTE Teacher(s). Plan, design, and publish ADA compliant lessons for students to present to parents and gardeners. Provide school lessons translated into Spanish to parents and gardeners. Conduct a one-time purchase of the required instructional materials to get the program started. Create video and printed material for Watershed Interpretation in Spanish and English.

Deliverables:

- Two sets of lessons: 1 for parents and 1 for gardeners
- Two sets of Spanish lessons: 1 for parents and 1 for gardeners
- List of needed materials
- Video and printed materials

Task 3: Water Wise Design

Design and produce a minimum of 50 Water Wise certificates and a minimum of 50 vehicle magnets designed by the high school Graphic Design Class to be given to local gardeners after participating in an environmentally responsive landscaping class. Submit the certificate and magnet mock up to the DWR Grant Manager for review prior to printing. Provide a sign in sheet for the class(es) along with photo documentation of the class(es) in the associated quarterly Progress Report(s).

Deliverables:

- Copy of certificates and magnets
- Photo-documentation in associated quarterly Progress Report(s)

Category (c): Implementation / Construction**Task 4: Outdoor Learning Labs & Desert Garden Signs**

Purchase materials for a minimum of four (4) outdoor learning labs at the ArtPark Community Garden for CTE students and the general public for hands-on learning in aquaponics, xeriscape gardening, best water conservation practices in irrigation, and soil studies for watershed and absorption. Create and install a minimum of one (1) educational sign at each outdoor laboratory highlighting best water practices in desert gardening. Submit the mockup of the signage to the DWR Grant Manager for review prior to ordering the sign(s). Submit photo documentation of the laboratories and signage in the associated quarterly Progress Report(s).

Deliverables:

- Materials for Learning Labs
- Mockup of educational signage
- Photo-documentation in associated quarterly Progress Report(s)

Category (d): Monitoring / Assessment**Task 5: Education Project Assessment**

Create, administer, and score pre and post assessments of all students and adults in the Education Project to assess their growth in understanding SGMA and its impact on sustainability of water in the Basin.

Deliverables:

- Scoring Results for Year 1 and 2.

Category (e): Engagement / Outreach

Task 6: Outreach

Coordinate partnerships with community wide entities, businesses, and public works to enrich the learning experience of studies regarding SGMA and create opportunities for internships, field trips, job shadowing, and work experience.

Deliverables:

- Documentation of participation

COMPONENT 5: RESILIENCY STRATEGY

Implementing Agency: Civic Well under the direction of the Borrego Valley Stewardship Council (BVSC)

Component 5 will improve community understanding of socio-ecological systems, increase the community's ability to engage in basin-wide planning and decision-making, and ensure disadvantaged community member concerns are addressed by attending meetings, submitting public comments, and providing recommendations during the Groundwater Management Plan (GMP) implementation process.

In Partnership with Civic Well, the Borrego Valley Stewardship Council will help identify, prioritize, and implement initiatives supporting the Borrego Valley GMP "projects and management actions" to minimize undesirable results. Component 5 will "help reverse chronic lowering of groundwater levels" by educating stakeholders on the facts of the basin, the timeline for water reduction and anticipated water quality issues; promote water use efficiency and identify potential land-use policy changes to protect recharge areas. We will propose land-use designations for County Sustainable Land Use Framework. The BVSC will identify priorities based on identified strengths, weaknesses, and opportunities shown by the data collected in support of resiliency.

Category (a): Component Administration

Prepare reports detailing Component 5 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 5 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 5 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Planning

Recruit and hire a limited-term contract employee to serve as basin coordinator for the BVSC for 18 months. Perform research and design a voluntary community visioning process, consisting of an engagement arc and plan, that maximizes diverse community participation during the implementation of the GMP. Establish a network of a minimum of 20 local and regional partners across the basin to participate in basin and basin-wide coordination efforts. Conduct background data gathering of various data types including demographic, population, health, socioeconomic and environmental. Perform preliminary activities to develop and prepare for implementing the community visioning process.

Deliverables:

- Contract for limited-term contract employee with position description and scope of work
- Community visioning process schedule and engagement arc
- Engagement plan
- Local & regional partner contact information, roles, and levels of engagement

Task 2: Basin Characterization

Compile and summarize research in collaboration with the region's experts (including, but not limited to, UC Irvine Anza-Borrego Desert Research Center researchers, Anza-Borrego Desert State Park environmental scientists, and Borrego Water District (BWD) in natural resources / environmental characteristics, planning, and governance to inform the community visioning process and the development of community priorities for the basin under Task 5. Identify and prioritize basin issues and opportunities, which will include potential basin restoration or management projects. Obtain feedback on summary white paper from a minimum of 5 water network partners and/or cooperators. Perform a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of the natural resources within the basin.

Deliverables:

- White paper of basin characterization
- Factsheet summary of white paper and FAQ on website
- SWOT analysis of natural resources,
- Documentation of basin monitoring and evaluation roles, responsibilities, and decision-making protocols from authorities such as BWD, the GMP, technical consultants to parties in the basin, and other key federal, state and San Diego County entities

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Task 3: Watermaster Board Coordination

Engage with the Watermaster Board to foster the alignment of community values and ecological priorities with GMP implementation. Gather criteria for evaluating the impacts to the basin from implementation of the GMP. Conduct GMP analysis for alignment with community basin vision and for potential impacts to the basin. Develop recommendations for implementing community basin vision, priorities, and basin protections.

Deliverables:

- Document of criteria for analyzing GMP for basin impacts.
- Memorandum outlining potential impacts from GMP implementation.
- Memorandum of recommendations to the Watermaster Board for GMP implementation.

- Presentation of recommendations to Watermaster Board during at minimum of 1 public meeting; Feedback on presentation from attendees.

Task 4: Sponsor Group Coordination

Attend a minimum of 2 Sponsor Group meetings to provide information and updates for input and feedback on development of the community vision. Coordinate with the Sponsor Group on community engagement efforts to ensure adequate community input on basin priorities and impacts. Develop recommendations for environmental and natural resources components to be included in community and County plans. Share recommendations (or supplemental plan) with Sponsor Group to be submitted to the County.

Deliverables:

- Presentation of basin characterization white paper and/or outreach efforts
- Presentation of draft and final community visioning white paper (developed under Task 5 below)
- Documented feedback and revisions to white paper

Task 5: Coordination with Land Use Planning

Support broad education and engagement with County land use planning processes. Establish relevant basin education, engagement, and outreach providers. Compile a database of local outreach channels across the basin. Create a community engagement plan for basin coordination and education. Coordinate and promote local groundwater and basin-related education efforts between providers and venues across the region. Develop and distribute a survey in electronic and paper formats to a representative spectrum of all interested parties (homeowners and renters, business owners, property owners, utilities, visitors, etc.) to inform on a community vision data set and narrative to share with all interested decision makers connected to the basin. Develop white paper of a summary of input and results from the survey, Town Halls and other outreach activities, an overview of existing conditions based on the Task 2 white paper and other research and documentation, a community vision statement with goals and objectives, and recommendations and actions to support groundwater and community resiliency and sustainability. Distribute White Paper via the BVSC website. Host a minimum of 3 Town Halls in person and/or virtually with a series of interactive visioning activities. Develop and implement a community engagement plan including defined schedule, facilitators, translators, information gathering platforms and success support protocols. Develop and implement the education plan including: at least 4 education webinars/instruction open to the public, create and print at least 5,000 Basin FAQ brochures to be mailed out to stakeholders in the basin in both English and Spanish.

Deliverables:

- Copy of Survey
- Copies of Town Hall Presentation Materials
- Draft and Final White Paper
- Copy of Basin FAQ Brochure

Task 6: Groundwater Training & Leadership Development Program

Recruit a minimum of 5 community members to participate in community capacity development via resilience training and a leadership development program. Develop curriculum for groundwater training and a leadership development program in coordination with the Borrego Springs Unified School District. Develop and market a Water Academy Program to support a constituency of informed local leaders. Launch pilot program and evaluate areas of improvement, and adapt program structure and content for future iterations.

Deliverables:

- Copy of Curriculum outline
- List of indicators of success
- Report on participant survey and recommendations for moving forward.

COMPONENT 6: BIOLOGICAL RESTORATION OF FALLOWED LANDS**Implementing Agency: Borrego Springs Watermaster**

The Borrego Springs GMP defines a Sustainability Goal of operating the Basin within its sustainable yield by 2040. Achieving this goal requires implementation of an aggressive pumping ramp down of approximately 75 percent over the next twenty years. The GMP recognizes that fallowing of agricultural lands will be key to achieving the Sustainability Goal, but also recognizes the potential adverse environmental effects of fallowing, including airborne emissions through wind-blown dust, the introduction or spreading of invasive plant species, and changes to the landscape that could adversely affect visual quality, among others. The standard farmland fallowing practices identified in the GMP and used statewide (e.g., mulching orchard trees on site) provide temporary dust mitigation, but do not lead to long term recovery of the fragile native arid plant communities that are unique to the Sonoran Desert ecosystem, and protected on adjacent Anza-Borrego Desert State Park lands. New farmland fallowing guidelines that address the unique needs of the desert ecosystem and Borrego Springs are required to facilitate the reduction in groundwater pumping that is necessary to achieve the sustainable use of the Basin.

Component 6 will develop guidance on techniques to mitigate the potential adverse impacts associated with the fallowing of lands that is expected to occur within the Basin. Component 6 will analyze existing data and information, conduct field reconnaissance, and test cases of biological restoration techniques at existing fallowed lands within the Basin. A final technical report will describe and document the results, conclusions, and recommendations; the biological restoration strategies that are expected to be most effective within the Basin; and a prioritization of land parcels for biological restoration.

Category (a): Component Administration

Prepare reports detailing Component 6 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 6 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 6 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design
Not applicable to this Component

Category (c): Implementation / Construction
Not applicable to this Component

Category (d): Monitoring / Assessment

Task 1: Review and Analysis of Existing Data

Perform a kick-off meeting with the key team members. Review literature and data mine existing reports for a written summary of relevant information to be included in the final technical report. Conduct interviews with local and subject-matter experts. Create project geodatabase for relevant land use and environmental thematic layers, including but not limited to topography, flow accumulation, soil characteristics, and wind patterns. Collect water consumption data from the Grantee; update parcel level Geographic Information System (GIS) data, as necessary; calculate water consumption by parcel; and digitize new data layers, as necessary.

Review historical maps and available records. Synthesize information to describe site specific historical ecology and include comparison of historical current vegetation cover densities. Provide guidance on feasible restoration targets. Develop a technical memo summarizing the existing data and a final prioritization map of the Basin identifying good locations within the Basin for land fallowing.

Deliverables:

- Technical Memo Summarizing Existing Data
- Initial Fallowed Farmland Rehabilitation Opportunities and Prioritization Map

Task 2: Existing Fallowed Farmland and Reference Natural Habitat Field Study

Perform field observations of existing fallowed farmland. Interview past and current Grantee staff about experience with fallowed lands, field visits, and data collection of existing conditions. Use GIS layers to stratify landscape in the Basin, including the agricultural land into similar geomorphic features for sampling. Determine a sampling design to collect more detailed information on plant cover and "greenness" utilizing drones and multispectral imagery over hundreds of acres. Sample cover data to analyze and interpret reference conditions to identify a range of reasonable habitat restoration targets for fallowed farmland. Summarize activities in a technical report.

Deliverables:

- Technical Report of Field Study Results

Task 3: Brush Pile Wildlife Sand Fence Case Study

Identify manipulative sites for sand fences. Identify one or more site(s), based on feasibility, for construction of sample sand fences. Identify the most economical method of construction for sand fences and build variations on the design, as appropriate. Take baseline observation data of sand fences for comparison to future datasets and to characterize the habitat and dust control value of the sand fences. Establish an initial study with promising plant species to help understand plant response to sand fences. Summarize results of the study in a technical report.

Deliverables:

- Construction sample of sand fences
- Design Plans
- Construction Permits, if applicable
- Technical Report

Task 4: Farmland Fallowing Rehabilitation Strategies

Develop conceptual models of key processes involved in dust, native recruitment, and habitat restoration of fallowed farmland based on literature review, geodatabase indices and analysis, field study results and expert interviews. Develop rehabilitation strategies for fallowed farmland based on conceptual models, the range of potential for rehabilitation based on site level measurements across the study area, and project goals. Recommend best practice language for fallowing of farmland to be incorporated into the GMP. Identify gaps in knowledge for future monitoring and study to improve best practice adaptively as land begins to be fallowed for water conservation.

Deliverables:

- Draft Rehabilitation Strategies and Best Practice for Fallowing
- Final Rehabilitation Strategies and Best Practice for Fallowing

Task 5: Farmland Fallowing Prioritization

Develop a model for prioritizing farmland for fallowing based on the reduction of water consumption, and likelihood of success of the rehabilitation strategies.

Deliverables:

- Prioritization of Farmland Fallowing Report
- Prioritization of Farmland Fallowing Map

Category (e): Interested Parties Outreach/Education**Task 6: Conduct Environmental Working Group (EWG) Meetings**

Perform a minimum of two (2) EWG meetings per year for the EWG to: receive updates on project progress; receive input from the public and interested parties; provide guidance and input to the Watermaster Technical Consultant and subcontractors; review draft and final project deliverables and make recommendations to the Watermaster Board.

Deliverables:

- Meeting agendas/packets
- PowerPoint presentations
- Summary meeting notes
- Memorandums with recommendations to the Watermaster Board.

COMPONENT 7: MONITORING, REPORTING, AND GROUNDWATER MANAGEMENT PLAN UPDATE**Implementing Agency: Borrego Springs Watermaster**

Component 7 will provide comprehensive, updated datasets for groundwater pumping, groundwater levels, groundwater quality, and surface-water flow through Water Year 2024; provide maintenance of these datasets in a data management system that will be used to report these data to the California Statewide Groundwater Elevation Monitoring (CASGEM), California Environmental Data Exchange Network (CEDEN), and Groundwater Ambient Monitoring and Assessment (GAMA) platforms on a semi-annual basis; construct two new surface-water monitoring stations on Coyote Creek; construct two new multi-completion monitoring wells; properly abandon a minimum of two (2) inactive production wells; convert a minimum of one (1) inactive production wells to monitoring wells; develop and submit annual reports to the DWR pursuant to SGMA for 2023, 2024, and 2025; progress towards the redetermination of the Sustainable Yield of the Basin which is due by 2025; and conduct a minimum of 20 interested party engagement and outreach meetings.

Category (a): Component Administration

Prepare reports detailing Component 7 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 7 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 7 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 7 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Environmental Documentation/Permitting

Prepare the appropriate CEQA documentation for Component 7 and file the document(s) with the County Clerk's Office and State Clearinghouse, as required. Prepare and submit an Initial Study for Component 7. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Prepare application(s) for and obtain required permit(s) to construct Component 7. Obtain all required permits for the Component and submit copies to the DWR Grant Manager.

Construction may not begin and no costs for Category (c), Task 4 may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 4 prior to DWR completing its responsible agency obligations shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- Easements and other necessary document(s), if necessary
- Initial Study
- CEQA documentation
- Copies of all required permits

Task 2: Design Plans and Specifications

Complete the preliminary design plans and specifications for Component 7 along with the topographic survey, if needed. Develop the 50% design plans for the Component and submit them for review and concurrence prior to completing the final design plans and specifications. Prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction, after review of the 50% design plans. Submit the 100% design plans and specifications for review and concurrence prior to advertising the Component for bids.

Deliverables:

- 50% design plans and specifications
- 100% design plans and specifications

Category (c): Implementation / Construction

Task 3: Construction Management

Develop all necessary documents to secure a contractor(s) and submit to the DWR Grant Manager prior to advertising. Award the contract, submit the Notice of Award, and submit the Notice to Proceed to the DWR Grant Manager. Photo-document pre-construction conditions and weekly construction activities. Prepare any change orders, address contractor's onsite questions, review/update construction schedule, review contractor submittals and pay requests, and notify contractor if work is not acceptable. Finalize record drawings and submit the as-built drawings to DWR's Grant Manager. Construct the Component per the final design plans and specifications and outlined in the awarded contract(s). Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure the Component was constructed per the 100% design plans and specifications and that the Component will provide the benefits claimed.

Deliverables:

- Proof of bid advertisement
- Notice of Award
- Notice to Proceed
- Bid document(s)
- Photo-documentation of pre-, during, and post-construction activities included within the appropriate quarterly Progress Reports
- Notice of Completion
- As-built drawings
- Site inspection letter or report

Task 4: Construction of New Monitoring Facilities

Construct and equip a surface-water discharge monitoring station in Coyote Creek. Install a camera staff gauge, perform surveys, establish rating curves, and perform repairs/maintenance of the facility in the event of disturbances during or after high-discharge events.

Deliverables:

- Technical Specifications
- Notice of Completion

Task 5: Identify and Address Improperly Abandoned Wells

Develop outreach tools to identify improperly abandoned wells and perform outreach to determine access. Identify three (3) improperly abandoned wells, and if accessible through an easement or other access agreement, the wells will be properly abandoned or convert to a monitoring well. Convert two (2) inactive production wells to monitoring wells.

Deliverables:

- Documentation of proper abandonment
- Documentation of conversion to monitoring wells
- Easements and other necessary document(s), if necessary

Category (d): Monitoring/Assessment**Task 6: Groundwater Pumping Monitoring**

Collect, compile, and manage all basin pumping data to ensure successful compliance with the pumping ramp down. Perform monthly meter reading and pumping calculations, annual meter accuracy testing, and collecting annual meter data from all new de-minimus pumping wells in accordance with Watermaster policy.

Deliverables:

- Annual monitoring summary reports
- Annual water rights accounting report

Task 7: Groundwater Level Monitoring

Implement a comprehensive groundwater-level monitoring program to track changes in Basin conditions (e.g., groundwater levels, storage, and flow directions) and the effectiveness of the Physical Solution. Perform semi-annual monitoring events to collect manual water level measurements and download pressure transducers with continuously-recording data-loggers; QA/QC and upload of data to Watermaster's Data Management System (DMS). Expand the monitoring program by: performing outreach efforts to the DWR, the Parties, and others to obtain cooperation from well owners in expanding the groundwater-level monitoring network; visiting wells in the field to assess suitability for monitoring, executing access agreements; and purchase and installation of up to fifteen new pressure transducers with continuously-recording data loggers.

Deliverables:

- Annual monitoring summary reports
- Data delivered to California Environmental Data Exchange Network (CEDEN), Groundwater Ambient Monitoring and Assessment Program (GAMA), and other platforms requested by DWR

Task 8: Groundwater Quality Monitoring

Implement a comprehensive groundwater-quality monitoring program to track changes in Basin conditions and evaluate the need for water quality optimization programs to achieve sustainability. Perform semi-annual monitoring events to collect water quality grab samples at wells. Analyze groundwater samples for constituents identified in the GMP, including arsenic, fluoride, nitrate, sulfate, TDS, and all other major anions and cations. Process data, following each field event, perform QA/QC, and load data to the Watermaster DMS. Prepare a Water-Quality Monitoring Plan (WQMP) to enhance the monitoring network and program.

Deliverables:

- Groundwater Quality Data delivered to CEDEN, GAMA, and other platforms requested by DWR
- Annual monitoring summary reports
- Draft and Final WQMP

Task 9: Maintain and enhance the Data Management System

Maintain and improve the Watermaster's Data Management System for efficient reporting in compliance with the Judgment and Grant requirements. Develop specific reporting tools to efficiently report data to CASGEM, CEDEN, GAMA, or other required platforms.

Deliverables:

- Technical Memo
- Data delivered to CASGEM, CEDEN, GAMA, and other platforms requested by DWR

Task 10: Annual Reporting to DWR and the Court

Prepare the combined annual report of Basin conditions and the Physical Solution implementation progress. Review a draft report, each year, at a public hearing to receive comments and the final report will be completed and submitted to the Court and DWR.

Deliverables:

- Draft and Final Annual Reports for Water Year 2021, 2022, 2023, and 2024

Task 11: Redetermination of the Sustainable Yield by 2025

Perform a comprehensive update to Borrego Valley Hydrologic Model (BVHM) to support the redetermination of Sustainable Yield by 2025. Collaborate with the Technical Advisory Committee (TAC) on redetermining Sustainable Yield. Collect additional data, refine the BVHM, and use model runs to update the Sustainable Yield.

Deliverables:

- Draft and Final technical memorandum: Redetermination of the Sustainable Yield (Water Year [WY] 2022).
- Draft and Final technical memorandum: Redetermination of the Sustainable Yield (WY 2023).
- Draft and Final technical memorandum: Redetermination of the Sustainable Yield (WY 2024).

Task 12: Prepare the 2025 GMP Update

Prepare the 2025 GMP to include updates to current groundwater conditions, implementation progress on the pumping ramp down and other PMA's, evaluation and update of plan elements such as undesirable results, minimum thresholds, management areas, etc.; water budget review; sustainable yield update, description of the monitoring network and data gaps; new information; enforcement actions, interested party outreach and coordination efforts; and GMP amendments. Present the GMP update in a series of workshops for interested party input as part of the Watermaster's regular meeting process.

Deliverables:

- Draft and Final 2025 GMP

Category (e): Interested Parties Outreach/Education

Task 13: Interested Party Outreach

Facilitate public outreach and communications of Watermaster planned actions and provide a venue to receive public input prior to making Watermaster decisions. Conduct TAC working Meetings, Interested Party Workshops and Open Houses, and maintain Watermaster website. Conduct a minimum of 8 TAC Meetings and 5 Interested Party Workshops and Open Houses on grant-related projects, and maintain a website to disseminate this information.

Deliverables:

- Meeting Agendas and packets
- Meeting presentations
- Meeting summaries
- Interested Party outreach materials.

COMPONENT 8: GROUNDWATER DEPENDENT ECOSYSTEM (GDE) IDENTIFICATION, ASSESSMENT, AND MONITORING

Implementing Agency: University of California, Irvine (UCI)

Component 8 will provide essential data to UCI water management planners and affected citizens of the region during implementation of the GMP for the Basin. Component 8 will focus on determining if those ecosystems that were once indisputably groundwater dependent, but at the present time may no longer be accessing

groundwater due to declines in the water table over the past several decades. Component 8 will also analyze if the groundwater that supports the GDEs will be impacted by changes in the groundwater elevations. Impacts upon GDEs is a sustainability indicator identified in the Basin's Groundwater Management Plan.

The reduction of the Mesquite Bosque near the Borrego sink is occurred in response to the lowering of the water table in the area. Component 8 will use the established method of comparing the isotopic signature of the groundwater the predominant isotopes found in the local plant. Several data sets will be captured to enable a calculation to determine if the plant assemblage and supported fauna at the proposed GDE could survive only with access to surface water. These data sets are: 1) a complete inventory of the plants and fauna in the potential GDE, 2) a water needs assessment of that plant assemblage found at the potential GDE, and 3) determining the availability of surface water at the potential GDE. If data from existing monitoring wells is found to be insufficient, a dual-nested monitoring well will be constructed near or within the Borrego Sink.

Category (a): Component Administration

Prepare reports detailing Component 8 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 8 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 8 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 8 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Prepare the GDE Monitoring Program Workplan

Prepare a GDE Evaluation and Monitoring Program Workplan with the GDE Scientific Implementation Subcommittee, the EWG, and the UCI Board. Review the technical work that supported the opinions/assertions regarding Subbasin GDE's in the GMP and noting the data gaps in the GMP.

Deliverables:

- Draft and Final versions of the GDE Evaluation and Monitoring Program Workplan

Task 2: Environmental Documentation/Permitting

Prepare the appropriate CEQA documentation for the Component and file the document(s) with the County Clerk's Office and State Clearinghouse as required. Prepare and submit an Initial Study for the Component. Complete the required CEQA documentation. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Prepare application(s) for and obtain required permit(s) to construct the Component. Obtain all required permits for the Component and submit copies to the DWR Grant Manager.

Construction may not begin and no costs for Category (c), Task 5 may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 5 prior to DWR completing its responsible agency obligations shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- Easements and other necessary document(s), if necessary
- Initial Study
- CEQA documentation, if necessary
- Copies of all required permits, if necessary

Task 3: Design Plans and Specifications

Complete the preliminary design plans and specifications for the Component along with the topographic survey, if needed. Develop the 50% design plans for the Component and submit them for review and concurrence prior to completing the final design plans and specifications. Prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction, after review of the 50% design plans. Submit the 100% design plans and specifications for review and concurrence prior to advertising the Component for bids.

Deliverables:

- 50% design plans and specifications
- 100% design plans and specifications

Category (c): Implementation / Construction

Task 4: Construction Management

Develop all necessary documents to secure a contractor(s) and submit to the DWR Grant Manager prior to advertising. Award the contract, submit the Notice of Award, and submit the Notice to Proceed to the DWR Grant Manager. Photo-document pre-construction conditions and weekly construction activities. Prepare any change orders, address contractor's onsite questions, review/update construction schedule, review contractor submittals and pay requests, and notify contractor if work is not acceptable. Finalize record drawings and submit the as-built drawings to DWR's Grant Manager. Construct the Component per the final design plans and specifications and outlined in the awarded contract(s). Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure the Component was constructed per the 100% design plans and specifications and that the Component will provide the benefits claimed.

Deliverables:

- Proof of bid advertisement
- Notice of Award
- Notice to Proceed
- Bid document(s)
- Photo-documentation of pre-, during, and post-construction activities included within the appropriate quarterly Progress Reports
- Notice of Completion
- As-built drawings
- Site inspection letter or report

Task 5: Drill Monitoring Well

Analyze and identify data gaps identified in the GMP and the GDE Evaluation and Monitoring Program Workplan to fill. Construct and equip one (1) dual-nested monitoring well near or within the Borrego sink, if necessary.

Deliverables:

- Draft and Final technical specifications for a monitoring well
- Contractor bid documents
- Monitoring Well completion report.

Category (d): Monitoring / Assessment

Task 6: Update the mapping and characterization of the historical GDE's

Update Maps of the extent and health of the potential GDE's in the Subbasin and in Clark Dry Lake using ground-based assessment/mapping techniques.

Deliverables:

- Technical Memorandum/Public Report to document results and conclusions

Task 7: Fill Data Gaps

Measure plant use from different water sources by analyzing the stable isotope abundance in water held within plant tissues. Create an inventory of the plant species in and around the Mesquite Bosque by performing database searches of the San Diego Herbarium and iNaturalists (iNat). Perform iNat training for volunteer botanists to help identify plants in the Mesquite Bosque. Create a water needs assessment of the plant assemblage identified and cataloged. Analyze existing climate monitoring data, including soil moisture, to create an understanding of the surface water available to the extant plant assemblage at the mesquite bosque.

Deliverables:

- Draft and Final Technical Memo to document investigations and technical work

Task 8: Prepare GDE Monitoring Program Report and Recommendations

Provide recommendations to the UCI Board for revisions to the GMP to protect the environmental beneficial uses of groundwater pursuant to the requirements of SGMA, if the monitoring program indicates that GDE(s) are dependent on the regional aquifer within the Subbasin.

Deliverables:

- Draft and Final GDE Monitoring Program Report and Recommendations

Category (e): Interested Parties Outreach / Education

Task 9: Interested Party Meetings and Outreach

Facilitate public outreach and communications of the EWG and Scientific Implementation Subcommittee planned actions and provide a venue to receive public input prior to making decisions and recommendations to the UCI Board. Recruit and/or employ local interns and volunteers to assist in implementation of the monitoring program.

Deliverables:

- Meeting agendas/packets
- PowerPoint presentations
- Summary meeting notes and memorandums with recommendations to the UCI Board

**Exhibit B
BUDGET**

Grant Title: Implementation Project for the Borrego Springs Subbasin

Grantee: Borrego Water District

Components	Grant Amount
Component 1: Grant Administration	\$250,000
Component 2: Advanced Meter Infrastructure	\$1,230,000
Component 3: Wastewater Treatment Plant Monitoring Wells	\$276,500
Component 4: Education Project	\$384,000
Component 5: Resiliency Strategy	\$200,000
Component 6: Biological Restoration of Fallowed Lands	\$755,340
Component 7: Monitoring, Reporting, and GMP Update	\$1,983,250
Component 8: GDE Identification, Assessment, & Monitoring	\$1,036,743
Total:	\$6,115,833

Component 1: Grant Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$250,000
Total:	\$250,000

Component 2: Advanced Meter Infrastructure

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$50,000
(b) Environmental / Engineering / Design	\$75,000
(c) Implementation / Construction	\$1,075,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$30,000
Total:	\$1,230,000

Component 3: Wastewater Treatment Plant Monitoring Wells

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Environmental / Engineering / Design	\$19,000
(c) Implementation / Construction	\$211,000
(d) Monitoring / Assessment	\$33,500
(e) Engagement / Outreach	\$3,000
Total:	\$276,500

Component 4: Education Project

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$38,400
(b) Environmental / Engineering / Design	\$286,600
(c) Implementation / Construction	\$50,000
(d) Monitoring / Assessment	\$1,000
(e) Engagement / Outreach	\$8,000
Total:	\$384,000

Component 5: Resiliency Strategy

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$20,000
(b) Environmental / Engineering / Design	\$55,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$125,000
Total:	\$200,000

Component 6: Biological Restoration of Fallowed Lands

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$50,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$655,340
(e) Engagement / Outreach	\$50,000
Total:	\$755,340

Component 7: Monitoring Reporting, and GMP Update

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$137,000
(b) Environmental / Engineering / Design	\$20,000
(c) Implementation / Construction	\$320,000
(d) Monitoring / Assessment	\$1,334,285
(e) Engagement / Outreach	\$171,965
Total:	\$1,983,250

Component 8: GDE Identification, Assessment, & Monitoring

Component 8 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$25,286
(b) Environmental / Engineering / Design	\$116,007
(c) Implementation / Construction	\$55,354
(d) Monitoring / Assessment	\$684,618
(e) Engagement / Outreach	\$155,477
Total:	\$1,036,741

**Exhibit C
SCHEDULE**

Grant Title: Implementation Project for the Borrego Springs Subbasin

Categories	Start Date ¹	End Date ¹
Component 1: Grant Agreement Administration		
(a) Grant Agreement Administration	1/1/2022	3/31/2025
Component 2: Advanced Meter Infrastructure		
(a) Grant Agreement Administration	1/1/2022	3/31/2025
(b) Environmental / Engineering / Design	7/30/2022	12/31/2023
(c) Implementation / Construction	3/30/2023	3/30/2025
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	1/1/2024	3/31/2025
Component 3: Wastewater Treatment Plant Monitoring Well		
(a) Grant Agreement Administration	1/1/2022	3/31/2025
(b) Environmental / Engineering / Design	1/1/2022	10/30/2023
(c) Implementation / Construction	11/1/2022	11/1/2024
(d) Monitoring / Assessment	12/1/2024	3/31/2025
(e) Education / Outreach	12/1/2023	3/31/2025
Component 4: Education Project		
(a) Grant Agreement Administration	7/1/2022	3/31/2025
(b) Environmental / Engineering / Design	7/30/2022	3/31/2025
(c) Implementation / Construction	1/1/2023	3/31/2025
(d) Monitoring / Assessment	8/1/2023	3/31/2025
(e) Education / Outreach	7/30/2022	3/31/2025
Component 5: Resiliency Strategy		
(a) Grant Agreement Administration	4/1/2022	3/31/2025
(b) Environmental / Engineering / Design	7/30/2022	5/30/2024
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	2/13/2023	3/31/2025

Component 6: Biological Restoration of Fallowed Lands		
(a) Grant Agreement Administration	7/1/2022	3/31/2025
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	7/1/2022	3/31/2025
(e) Education / Outreach	7/1/2022	3/31/2025
Component 7: Monitoring, Reporting, and GMP Update		
(a) Grant Agreement Administration	1/1/2022	3/31/2025
(b) Environmental / Engineering / Design	6/1/2023	3/31/2025
(c) Implementation / Construction	4/1/2023	3/31/2025
(d) Monitoring / Assessment	6/30/2025	3/31/2025
(e) Education / Outreach	6/1/2022	3/31/2025
Component 8: GDE Identification, Assessment, & Monitoring		
(a) Grant Agreement Administration	1/1/2022	03/31/2025
(b) Environmental / Engineering / Design	8/1/2022	12/1/2024
(c) Implementation / Construction	12/1/2022	3/1/2025
(d) Monitoring / Assessment	1/1/2023	3/31/2025
(e) Education / Outreach	1/1/2022	3/31/2025

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.3. **AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)**
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. 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.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines and 2021 PSP and pursuant to Paragraph 11.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.

- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
 - I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement (Level I – Informal). Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors 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. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee 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.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. **TERMINATION BY THE GRANTEE:** Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

RESOLUTION 2022-01-02
AUTHORIZING THE FILING OF GRANT APPLICATION TO THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Resolved by the Borrego Water District Board of Directors, that an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the Implementation Project for the Borrego Springs Sub Basin. The General Manager, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

ADOPTED, SIGNED AND APPROVED this 18th day of January, 2022.



Kathy Dice
President Of The Board of Directors
Of Borrego Water District

ATTEST:



Dave Duncan
Secretary of the Board Of Directors
Of Borrego Water District

PASSED AND ADOPTED by said Board on this 18th day of January, 2022 by the following vote:

- AYES: Dice, Baker, Rosenboom, Johnson, and Duncan
- NOES:
- ABSENT:
- ABSTAIN:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Dave Duncan, Secretary of the Board of Directors of the Borrego Water District, do hereby certify that the foregoing is a true and correct copy of a resolution passed and adopted by the Board of Directors of the Borrego Water District at a meeting of said Board held on the 18th day of January 2022.



Dave Duncan
Secretary Of The Board Of Directors
Of The Borrego Water District



Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and

- A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

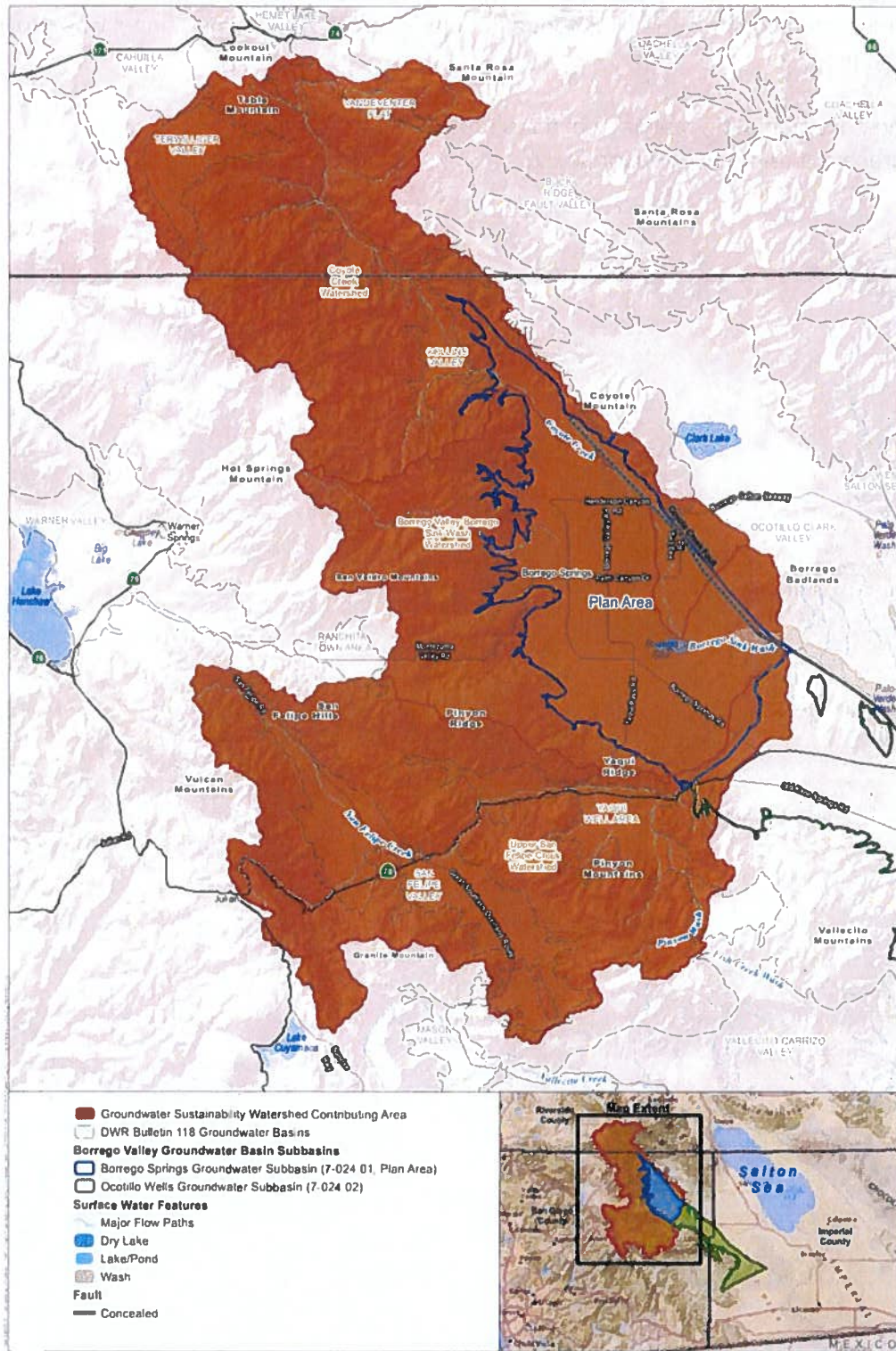
Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Exhibit I
PROJECT LOCATION



DATE: MAY 1983 DATA SOURCE: DWR 2015 SEP/OB 2014 USGS FHO 2017



Figure 2.1-1
 Plan Area and Contributing Watersheds
 Groundwater Sustainability Plan for the Borrego Springs Groundwater Subbasin

Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

Monitoring and Maintenance Plan

Detailed monitoring methods and protocols specific to the projects listed in Exhibit A will be provided by the Grant Manager at a later date.

Exhibit K
LOCAL PROJECT SPONSORS
NOT APPLICABLE

Exhibit L

APPRAISAL SPECIFICATIONS

For property acquisitions funded this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b) Analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

Exhibit M

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT N

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

Detailed monitoring methods and protocols specific to the projects listed in Exhibit A will be provided by the Grant Manager at a later date.

EXHIBIT O**INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES**

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Borrego Water District (hereinafter referred to as "District") has awarded to Metron-Farnier, LLC, (hereinafter referred to as the "Contractor") an agreement for Advanced Meter Infrastructure (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated February 27, 2024, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Metron-Farnier, LLC, the undersigned Contractor and United States Fire Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of One Million Three Hundred Ninety-Nine Thousand and 00/100s DOLLARS, (\$ \$1,399,000.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

THE UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

MEMORANDUM FOR THE DIRECTOR, FBI
FROM: SAC, NEW YORK (100-100000)
SUBJECT: [Illegible]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

Very truly yours,
[Illegible Signature]

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of February, 2024).

(Corporate Seal)



Metron-Farnier, LLC

Contractor/ Principal

By

Title

[Handwritten Signature]
CFO

1. The first part of the document is a letter from the Secretary of the State to the Governor, dated 10th March 1877. It contains a report on the progress of the work done during the year.

2. The second part is a report on the work done during the year, dated 10th March 1877. It contains a detailed account of the work done in each department, and a summary of the results.

3. The third part is a report on the work done during the year, dated 10th March 1877. It contains a detailed account of the work done in each department, and a summary of the results.

4. The fourth part is a report on the work done during the year, dated 10th March 1877. It contains a detailed account of the work done in each department, and a summary of the results.

5. The fifth part is a report on the work done during the year, dated 10th March 1877. It contains a detailed account of the work done in each department, and a summary of the results.

6. The sixth part is a report on the work done during the year, dated 10th March 1877. It contains a detailed account of the work done in each department, and a summary of the results.

7. The seventh part is a report on the work done during the year, dated 10th March 1877. It contains a detailed account of the work done in each department, and a summary of the results.

8. The eighth part is a report on the work done during the year, dated 10th March 1877. It contains a detailed account of the work done in each department, and a summary of the results.

9. The ninth part is a report on the work done during the year, dated 10th March 1877. It contains a detailed account of the work done in each department, and a summary of the results.

10. The tenth part is a report on the work done during the year, dated 10th March 1877. It contains a detailed account of the work done in each department, and a summary of the results.

11. The eleventh part is a report on the work done during the year, dated 10th March 1877. It contains a detailed account of the work done in each department, and a summary of the results.



(Corporate Seal)

Fidelity and Deposit Company of Maryland

Surety

By

Attorney-in-Fact

Simone Gerhard

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title Attorney-In-Fact

The rate of premium on this bond is \$7/m per thousand. The total amount of premium charges, \$ \$9,793.00.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

United States Fire Insurance Company

305 Madison Avenue, Morristown, NJ 07960

(Name and Address of Agent or Representative for service of process in California, if different from above)

Lockton Insurance Brokers LLC

777 S. Figueroa Street, Suite 5200, Los Angeles, CA 90017

(Telephone number of Surety and Agent or Representative for service of process in California)

213 689 0065

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

1. The first part of the document is a letter from the author to the editor, dated 10/10/1998. The letter discusses the author's interest in the topic and the need for a comprehensive review of the literature in this area.

2. The second part of the document is a list of references, including works by Smith (1997), Jones (1998), and Brown (1999). These references provide the theoretical and empirical background for the study.

3. The third part of the document is the main body of the text, which presents the author's findings and conclusions. The author argues that the current state of research is limited and that further investigation is needed.

4. The fourth part of the document is a discussion of the implications of the findings for future research and practice. The author suggests that the results have important implications for the field and that they should be taken into account in future studies.

5. The fifth part of the document is a conclusion, in which the author summarizes the main points of the study and reiterates the need for further research. The author also expresses gratitude to the editor and the reviewers for their comments and suggestions.

6. The sixth part of the document is a list of references, including works by Smith (1997), Jones (1998), and Brown (1999). These references provide the theoretical and empirical background for the study.

7. The seventh part of the document is the main body of the text, which presents the author's findings and conclusions. The author argues that the current state of research is limited and that further investigation is needed.

8. The eighth part of the document is a discussion of the implications of the findings for future research and practice. The author suggests that the results have important implications for the field and that they should be taken into account in future studies.

9. The ninth part of the document is a conclusion, in which the author summarizes the main points of the study and reiterates the need for further research. The author also expresses gratitude to the editor and the reviewers for their comments and suggestions.

Notary Acknowledgment

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

COLORADO
STATE OF CALIFORNIA
COUNTY OF BOULDER
On FEB 29, 2024 before me, NISVETA KARAJKOVIC, Notary Public,
personally

appeared JOHN LILLY, who proved to me on the basis of satisfactory

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

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


Signature of Notary Public

WITNESS my hand and official seal.

NISVETA KARAJKOVIC
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20054048374
My Commission Expires 10/24/2026

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- _____ Title(s)
- Partner(s) Limited General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other:

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTARY PUBLIC - STATE OF COLORADO
My Commission Expires 10/31/2026
NOTARY ID 8094048374
NISVETA KARAJKOVIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On FEB 28 2024 before me, D. Garcia, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledgment to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(ies), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.



Signature _____

D. Garcia
D. Garcia, Notary Public



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Janina Monroe; Jennifer Ochs; Sarah Campbell; Martha Barreras; Michelle Haas; Charles R. Teter III; Timothy Noonan; KD Wapato; Marina Tapia; Edward C. Spector; D. Garcia; Ethan Spector; B. Aleman; Simone Gerhard; Erin Brown; Rachel A. Mullen; Sandra Corona; Jaren A. Marx

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

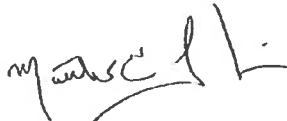
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY




Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

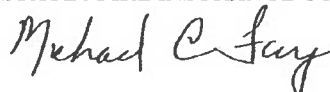


Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day of February 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President





THE HISTORY OF THE UNITED STATES

The history of the United States is a story of growth, struggle, and triumph. From the first settlers to the present day, the nation has evolved through various challenges and opportunities.

In the early years, the colonies fought for independence from British rule. The American Revolution was a pivotal moment in the nation's history, leading to the signing of the Declaration of Independence in 1776.

The new nation faced numerous challenges, including the War of 1812 and the Civil War. The Civil War was particularly significant, as it resulted in the abolition of slavery and the preservation of the Union.

Following the Civil War, the United States experienced rapid industrialization and territorial expansion. The Gilded Age was a period of great wealth and power, but also of corruption and social inequality.

The Progressive Era saw the rise of reform movements that sought to address social and economic problems. This period led to the passage of important legislation, such as the Progressive Era reforms.

The 20th century was marked by the rise of the United States as a global superpower. The nation played a central role in World War II and the subsequent Cold War.

The Civil Rights Movement of the 1950s and 1960s was a defining moment in American history, leading to the passage of the Civil Rights Act and the Voting Rights Act.

The Vietnam War and the Watergate scandal of the 1970s tested the nation's resolve and led to significant political and social changes.

The 1980s saw the rise of the Reagan Revolution, which emphasized free-market economics and a strong national defense.

The 1990s were a period of relative stability and economic growth, but also saw the end of the Cold War and the emergence of new global challenges.

The 21st century has been characterized by rapid technological advancement, globalization, and the rise of the United States as a superpower.

The 9/11 attacks of 2001 were a defining moment in the nation's history, leading to the War on Terror and the passage of the Patriot Act.

The 2008 financial crisis and the subsequent Great Recession tested the nation's economic resilience and led to significant political and social changes.

The 2010s saw the rise of the Tea Party movement and the passage of the Affordable Care Act, among other significant events.

The 2020s have been marked by the COVID-19 pandemic, the 2020 election, and the ongoing challenges of the current administration.

The future of the United States remains uncertain, but the nation's history suggests a path of resilience and progress.

The United States has a rich and diverse history, and its people have played a central role in shaping the world.

The history of the United States is a story of hope, courage, and the pursuit of the American Dream.

The United States is a nation of immigrants, and its strength lies in the diversity of its people.

The United States is a nation of freedom, and its values are the foundation of its identity.

The United States is a nation of opportunity, and its people have the chance to live the American Dream.

The United States is a nation of progress, and its people are always striving for a better future.

The United States is a nation of hope, and its people believe in a bright future for all.

The United States is a nation of love, and its people care for one another.

The United States is a nation of unity, and its people stand together in the face of adversity.

The United States is a nation of strength, and its people are proud of their heritage.

The United States is a nation of greatness, and its people are the best of the world.

The United States is a nation of excellence, and its people are the leaders of the world.

The United States is a nation of destiny, and its people are the chosen people of the world.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Borrego Water District (hereinafter designated as the "District"), by action taken or a resolution passed February 27, 2024 has awarded to Metron-Farnier, LLC hereinafter designated as the "Principal," a contract for the work described as follows:

Advanced Meter Infrastructure (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated February 27, 2024 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and United States Fire Insurance Company as Surety, are held and firmly bound unto the District in the penal sum of One Million Three Hundred Ninety-Nine Thousand and 00/100s Dollars (\$ \$1,399,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining

MEMORANDUM

TO: [Name]

FROM: [Name]

SUBJECT: [Subject]

[Main body of text, first paragraph]

[Main body of text, second paragraph]

[Main body of text, third paragraph]

[Main body of text, fourth paragraph]

[Main body of text, fifth paragraph]

[Main body of text, sixth paragraph]

[Main body of text, seventh paragraph]

[Main body of text, eighth paragraph]

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of February, 2024.

(Corporate Seal) _____
Contractor/ Principal

Metron-Farnier, LLC
By [Signature]
Title CSO



(Corporate Seal) _____
United States Fire Insurance Company
Surety
By [Signature]
Simone Gerbard, Attorney-In-Fact
Attorney-in-Fact
Title Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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Notary Acknowledgment

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

~~STATE OF CALIFORNIA~~
STATE OF COLORADO
COUNTY OF BOULDER
On Feb 29, 2024, before me, NISVETA KARAJKOVIC, Notary Public,
personally

appeared John Liller, who proved to me on the basis of satisfactory

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

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


Signature of Notary Public

WITNESS my hand and official seal.



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- Partner(s) Limited
 General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document
Number of Pages
Date of Document

Signer(s) Other Than Named Above

My Commission Expires 10/24/2028
Notary ID 5005404837A
NOTARY PUBLIC STATE OF COLORADO
NISEVETA KARAKOVIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On FEB 28 2024 before me, D. Garcia, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.



Signature _____

D. Garcia, Notary Public



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Janina Monroe; Jennifer Ochs; Sarah Campbell; Martha Barreras; Michelle Haas; Charles R. Teter III; Timothy Noonan; KD Wapato; Marina Tapia; Edward C. Spector; D. Garcia; Ethan Spector; B. Aleman; Simone Gerhard; Erin Brown; Rachel A. Mullen; Sandra Corona; Jaren A. Marx

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

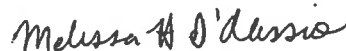


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

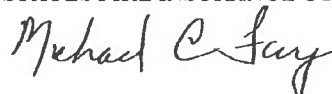


Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day of February 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President





Faint, illegible text covering the majority of the page, appearing to be a document or report. The text is too light to transcribe accurately but seems to follow a standard document structure with several paragraphs.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 26, 2024
AGENDA ITEM II.C

March 21, 2024

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Town Hall 2024 Agenda and Draft Presentations

RECOMMENDED ACTION:

Review Agenda and Draft Presentations

ITEM EXPLANATION:

Staff and the Outreach Committee have developed the attached PowerPoint (agenda included) for use at the upcoming Town Hall meeting on April 3rd.

NEXT STEPS

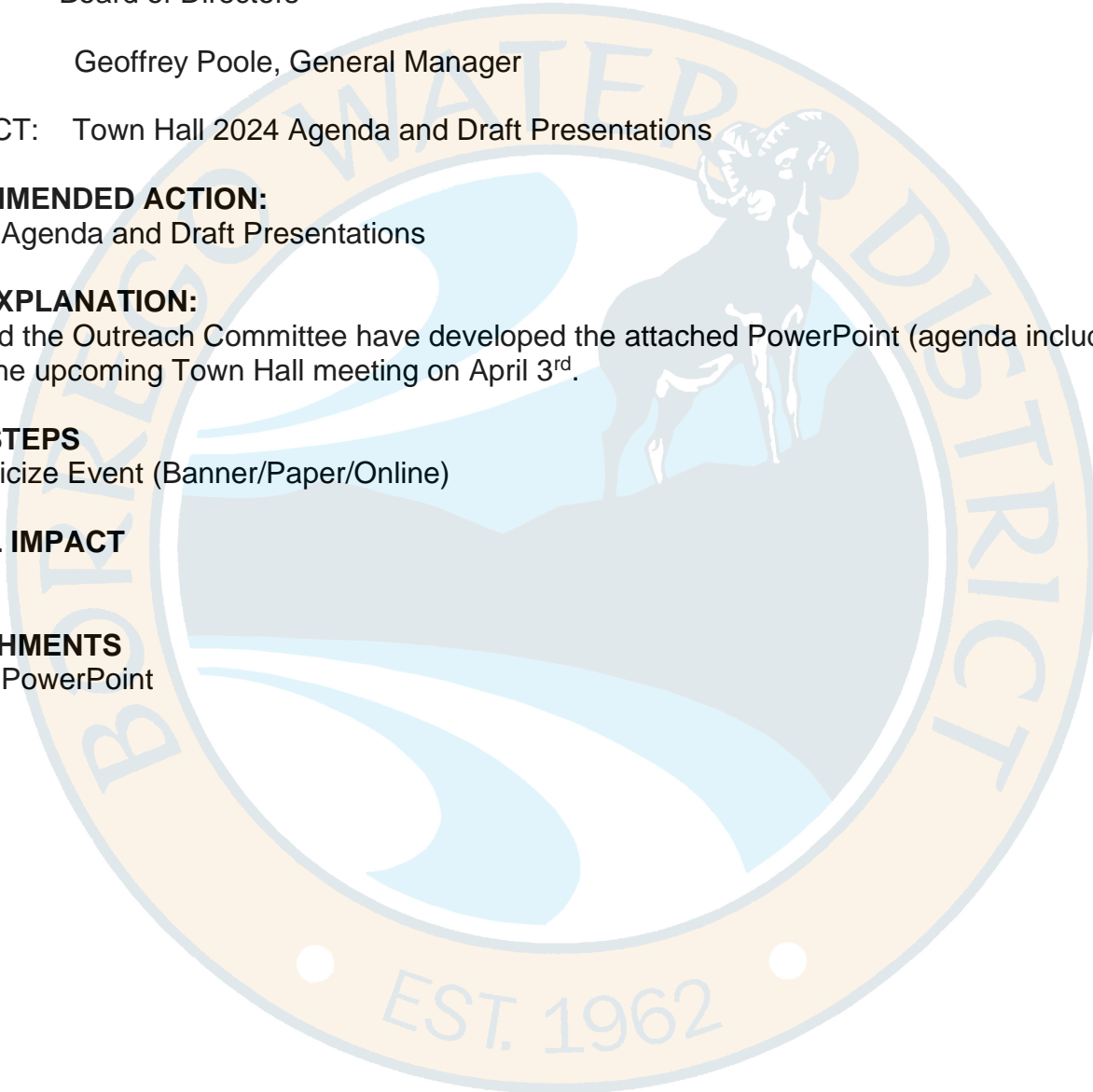
1. Publicize Event (Banner/Paper/Online)

FISCAL IMPACT

1. N/A

ATTACHMENTS

1. Draft PowerPoint



**Borrego
Water
District :
Virtual Town Hall**

April 3, 2024 @ 5:30 PM



**Borrego Water District Board of Directors
Special Meeting & Town Hall
April 3, 2024 @ 5:30 p.m. to 7:30 p.m.
SD County Library: 2580 Country Club Road
Borrego Springs, CA 92004**

I. OPENING PROCEDURES

- A. Call to Order:**
- B. Pledge of Allegiance**
- C. Roll Call – Directors Baker, Duncan, Johnson and Moran. President Dice**
- D. Approval of Agenda**
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)**
- F. Comments from Directors**

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION – TOWN HALL 2024

- A. Welcome/Introductions/Overview of Agenda – President K. Dice**
 - 1. Borrego Water District**
 - i. 2023 Year in Review and 2024 Priorities – T Baker (10 min)**
 - ii. Water Quality Analysis – T Driscoll (10 min)**
- B. Proposition 68 Project Overviews**
 - 1. Borrego Springs Watermaster (15 min)**
 - i. Farmland Fallowing**
 - ii. GMP Update**
 - iii. WQ Monitoring Network**
 - 2. University of California Groundwater Dependent Eco Systems (10 min)**
 - 3. Borrego Valley Stewardship Council (10 min)**
 - 4. Borrego Springs School District (10 min)**
 - 5. Borrego Water District - (10 min)**
 - i. Groundwater Monitoring Wells – WWTP**
 - ii. Automated Metering Infrastructure**
- C. Questions and Answers – (30 min est.) - G. Poole**
- D. BWD Director Comments, Town Hall Closing Comments and Adjourn– President K Dice**

2024 Town Hall Format

- **WELCOME**
 - **President Kathy Dice: Welcome/Introductions/BWD History& WM Roles**

- **BWD YEAR IN REVIEW/PRIORITIES**
 - **2023 Accomplishments & 2024 Priorities**
 - **Water Quality Review**

- **PROPOSTION 68**
 - **Project Overviews**

- **QUESTIONS AND ANSWERS Geoff Poole, BWD General Manager**
 - **To send a Question online, Please use the CHAT Feature.**

- **CLOSING COMMENTS**
 - **Kathy Dice**

- **GOAL**
 - **Adjourn no later than 7:30 PM, but flexible if more time is needed.**



Welcome and Introductions

5 MEMBER ELECTED BOARD OF DIRECTORS

- ❖ **Kathy Dice (6 years @ BWD & 37 yrs Residing in BS) – Retired State Park Employee - ABDSP Superintendent**
- ❖ **Dave Duncan (6 yrs & 72 yrs Visiting) – Business Owner – Boating/Fisheries & Biking/Tourism in BS/ABDSP**
- ❖ **Diane Johnson (2 yrs & 20 yrs Residing) – Reference Librarian in Academic, Medical, & Environmental Institutions**
- ❖ **Tammy Baker (3 & 15 yrs Visiting) – Computer Software Design/Security Executive – Silicon Valley CA**
- ❖ **Gina Moran (2 years & XX yrs Residing) Retired State Park Employee - ABDSP Superintendent**
- ❖ **Other Affiliations: Borrego Springs Rotary Club, Borrego Ministers' Association, Borrego Art Institute, Borrego Village Association, Food Bank, Revitalization Committee, Watermaster Board, Stewardship Council, BSUSD Bond Committee, GSP Advisory Committee, Soroptimist, BSUSD**



Welcome and Introductions

STAFF

- ❖ **Geoff Poole, GM (7 years) + 12 Administration/Engineering/Water/Wastewater Ees**
 - **Employee Degrees: 1 MBA, 1 Registered Civil Engineer, 1 BS Accounting**
 - **Employee Technical Certifications:**
 - **CA Water: Distribution Grades 1 thru 3, Treatment 2, Cross Connection Prevention**
 - **CA Wastewater: Treatment 3 (ANY CHANGES??)**
 - **8 Employees Born & Raised in Borrego**
 - **23 Children/Grandchildren in BS Schools or Recently Graduated**
 - **2 Miss Borrego's (1 Employee and 1 Daughter of Employee)**
- ❖ **Other Organizations: Borrego Springs Youth Sports Leagues, OLAX**



BWD History & Roles

- ❖ **BORREGO WATER DISTRICT: Formed in 1962 Due to Threat of Exporting Water Out of Basin**
 - **Provide Potable Water that Meets/Exceeds State Standards**
 - **Fire Flow**
 - **Consolidation of Former Private Water Companies or Privately-owned Infrastructure**
 - **Rams Hill Infrastructure (1979)**
 - **Golden Sands & Rancho Borrego Water Company (1987)**
 - **Borrego Springs Water Company (1996)**
 - **CSD (XXXX)**
 - **On the Verge of Bankruptcy in 2011; Saved thru Deferred Capital & Rate Increases**
 - **Turnaround continues in 2023-24 (Dir Baker to cover later on TH 24 Agenda)**

- ❖ **BORREGO BASIN WATERMASTER:**
 - **Judgment Parties: Agriculture, Community, County of SD, Municipal & Recreation**
 - **Pumping Fees assessed to fund Operations**



Judgment = Water Rights/GMP

- ❖ **Orange County Judge Peter Wilson Approved the Judgment and Groundwater Management Plan (GMP) on April 8, 2021. OC Superior Court Judge Maureen McCormick currently presiding.**
 - **All Basin Landowners Served with the Lawsuit; Judgment is Therefore Binding on all**
 - **Judge Continues to have Overarching Authority over the Subbasin and Pumping**
 - **Watermaster = Typical Structure for Adjudicated Groundwater Basins**

- ❖ **Judgment Creates “Baseline Production Allocation” (BPA) for Pumpers – Exhibit 4**
 - **Establishes Major Pumper BPA, as well as for Former Water Credit Holders**
 - **Existing “Minimal Producers” who Pump less than 2 acre feet per Year from Their own Private Wells are Largely Exempt from the Judgment**

- ❖ **Implement Groundwater Management Plan following SGMA Requirements**

- ❖ **WM Governed by 5 member Board of Directors**



Watermaster Board/Staff

- ❖ **Comprised of one Appointee from each of the Following**
 - **BWD**
 - **County of San Diego**
 - **Agriculture Community**
 - **Recreation Community**
 - **Borrego Springs Community Representative**

- ❖ **Staff = Engineering Consulting Firm (West Yost) and James Markman (Legal-RWG):
Manage Court proceedings, day to day Activities and Long Range Planning.**



Borrego Water District

2023 Year in Review & 2024 Priorities
Tammy Baker, BWD Board



Current Conditions

❖ Rebound Continues: BWD in 2023

▪ Reserves

- @ \$ **X.X M** for Rate Stabilization, Capital, Emergency Fund, Bond Debt Service etc..
- Used \$ **X.X M** from Reserves for Farmland Acquisition
- State Grant Reimbursements Receivable = **\$XXXXXXXX**

▪ Aggressive Capital Improvement Plan, since 2019

- \$8 M Funded by BWD Bonds
- \$13M CA Grants and Fed Appropriations
- 2 Wells, **XX Miles** of Pipeline, 3 Tanks, 1 Motor

▪ Sustainability:

- 2/3rd of Long Term Water Rights Acquired @ \$5.5 M for BWD existing Customers
- Water Master
 - Meters Installed on ALL Non De Minimus Wells
 - Basin wide Pumping Reduced by approx. 50%, 7 years ahead of schedule
 - WQ Monitoring Network Expanding
 - 5 Year GMP Review Underway including Sustainable Yield
- Successfully Managed Prop 68 Grant



2023 Accomplishments

❖ 2023 Year in Review

▪ Safety:

- Water Quality: All Federal/State Drinking Water Standards Met
 - 225+ Water Samples; Including 150+ Coliform
- Sewer Collection/Treatment: Sewer Discharge Requirements Met/No Spills
- Employee Safety: Zero Loss Time Incidents

▪ Reliability:

- No Prolonged/Unscheduled Water/Sewer Outages
 - 2023 Deliveries @ X,XXX acre feet = XXX MG = XXX Olympic Pools
 - WWTP Treated XX.X MG = XX Olympic Pools

▪ Productivity

- Read 25,000 water meters and produced bills
- Answered an Estimated X,XXX Customer Calls
- Responding to 150 Customer Requests for Assistance @ 24/7



2023 Accomplishments

❖ Water Projects:

- **Well #5-15**

- **SDG&E Power Provided**
- **Approved by CA**
- **Pipelines Installed**
- **900 gal/min Capacity (ADD PHOTO OF SITE NOW)**

- **Tank Replacements**

- **Twin Tanks (FIND OLD PHOTO OF EACH)**
- **Indian Head**
- **Rams Hill #2**

- **Water Right Acquisition (ADD AERIAL PHOTO)**

- **420 ac = 640 afy of PERMANENT RIGHTS; 2040 Estimate = 905 afy total (2/3rd)**
- **\$5.5M with Following Plan included**
- **Potential site for Watermaster Following Study**



BWD Production Well 5-15



ADD PHOTO(S) OF SITE TODAY

2023 Accomplishments

❖ Water Projects:

• Well #5-15

- SDG&E Power Provided
- Approved by CA
- Pipelines Installed
- 900 gal/min Capacity (ADD PHOTO OF SITE NOW)



• Tank Replacements

- Twin Tanks (FIND OLD/NEW PHOTO OF EACH.)
- Indian Head
- Rams Hill #2
- Water Right Acquisition (ADD AERIAL PHOTO)
 - 420 ac = 640 afy of PERMANENT RIGHTS; 2040 Estimate = 905 afy total (2/3rd)
 - \$5.5M with Following Plan included
 - Potential site for Watermaster Following Study



BWD Tank Replacement Grant = \$X.XX M

- PHOTOS OF OLD AND NEW TANKS
- PHOTO OF INSIDE

2023 Accomplishments

❖ Water Projects:

- Well #5-15

- SDG&E Power Provided
- Approved by CA
- Pipelines Installed
- 900 gal/min Capacity (ADD PHOTO OF SITE NOW)



- Tank Replacements

- Twin Tanks (FIND OLD PHOTO OF EACH)
- Indian Head
- Rams Hill #2

- Water Right Acquisition (ADD AERIAL PHOTO)

- 420 ac = 640 afy of PERMANENT RIGHTS; 2040 Estimate = 905 afy total (2/3rd)
- \$5.5M with Following Plan included
- Potential site for Watermaster Following Study



BWD Water Right Acquisition

- **AERIAL PHOTO OF PROPERTY**
- **FOLLOWING PHOTO**

2023 Year in Review-Other

❖ JAN



2024 Priorities

- ❖ EPA #1 DESIGN and 20% WAIVER
- ❖ EPA #2
- ❖ COMPLETE FOLLOWING
- ❖ PARTICIPATE IN WM FOLLOWING EXPERIMENTS
- ❖ AMI START UP & INTEGRATION
- ❖ 218 RATE STUDY
- ❖ STAFFING STUDY
- ❖ PURSUE ADDITIONAL FUNDING OPPORTUNITIES – 2025 Federal Budget, Others TBD



BWD Water Rate Comparison

- 5 TOTAL
 - 3 URBAN FROM SD (No. Mid. So.)
 - 2 RURAL FROM Imperial
 - 7 UNITS PER MONTH CONSUMPTION
 - 50 UNITS PER MONTH CONSUMPTION

Borrego Water District

Borrego Basin Water Quality Analysis **Trey Driscoll, Intera**



- INSERT TREY SLIDES

Proposition 68 Projects

A. Proposition 68 Project Overviews

- 1. Borrego Springs Watermaster, Sam Adams (15 min)**
 - i. Farmland Following**
 - ii. GMP Update**
 - iii. WQ Monitoring Network**
- 2. UC Regents, Travis Huxman (10 min)**
- 3. Borrego Valley Stewardship Council, Bri Fordham (10 min)**
- 4. Borrego Springs School District, Martha Deichler (10 min)**
- 5. Borrego Water District - (10 min)**
 - i. Groundwater Monitoring Wells – WWTP, Diane Johnson**
 - ii. Automated Metering Infrastructure, Gina Moran**

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SAM SLIDES

Proposition 68 Projects

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HUXMAN SLIDES

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BRI SLIDES

Proposition 68 Projects

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MARTHA SLIDES

Proposition 68 Projects

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3. **Borrego Valley Stewardship Council, Bri Fordham (10 min)**
4. **Borrego Springs School District, Martha Deichler (10 min)**
5. **Borrego Water District - (10 min)**
 - i. **Groundwater Monitoring Wells – WWTP, Diane Johnson**
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BWD WWTP Monitoring Well Development

- **PROJECT:** Drill 3 sets of two wells at different elevations around Ponds
- **PURPOSE:** Determine impact of WWTP on Groundwater Basin WQ. BWD to sample semi annually and report to CA
- **LOCATION:** Percolation Ponds at BWD WWTP
- **COST:** \$XXX,XXX
- **STATUS:** COMPLETE – Gregg Drilling in late '23.
- **FUNDING:** Reimbursement Request submitted, expected Spring '24

Diane's photos + GP aerial photo

Proposition 68 Projects

A. Proposition 68 Project Overviews

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BWD Automated Metering Infrastructure

- **PROJECT:**
 - **Install AMI on all 2,100 BWD accounts,**
 - **Link to BWD Billing Software**
 - **Provide Customer Interface**
- **PURPOSE: 1,440 data points per day will allow for early detection and notification of non typical water use, eliminate high water bills for Customers, reduce BWD write offs and discontinue pumping water from the Basin to serve unrecognized customer leaks.**
- **LOCATION: District wide**
- **COST: \$1,400,000**
- **STATUS: VENDOR SELECTED – Metron Farnier and Pilot Project design underway**

PHOTO OF METER & IMAGE OF NETWORK

Gina's photo of meter & Network graph (jess)

QUESTIONS AND ANSWERS

- **Virtual – Use the CHAT feature**
- **In Person – Complete a Form and Provide to BWD**

CLOSING COMMENTS/ADJOURN

❖ **Public Comments**

❖ **BWD Director Comments**

❖ **Adjournment**

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 26, 2024
AGENDA ITEM II.D

March 21, 2024

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice/T Driscoll
1. Update on Board Activities
2. Update on Technical Advisory Committee Activities
3. Judge Mc Cormick Recent Court Actions – S Anderson

RECOMMENDED ACTION:

Receive verbal report from Watermaster delegates and Consultants and BBK Counsel on past/upcoming issues/events.

ITEM EXPLANATION:

BWD Representatives on the Watermaster Board and Consultants will update the Board and answer any questions.

NEXT STEPS

1. TBD

FISCAL IMPACT

1. TBD

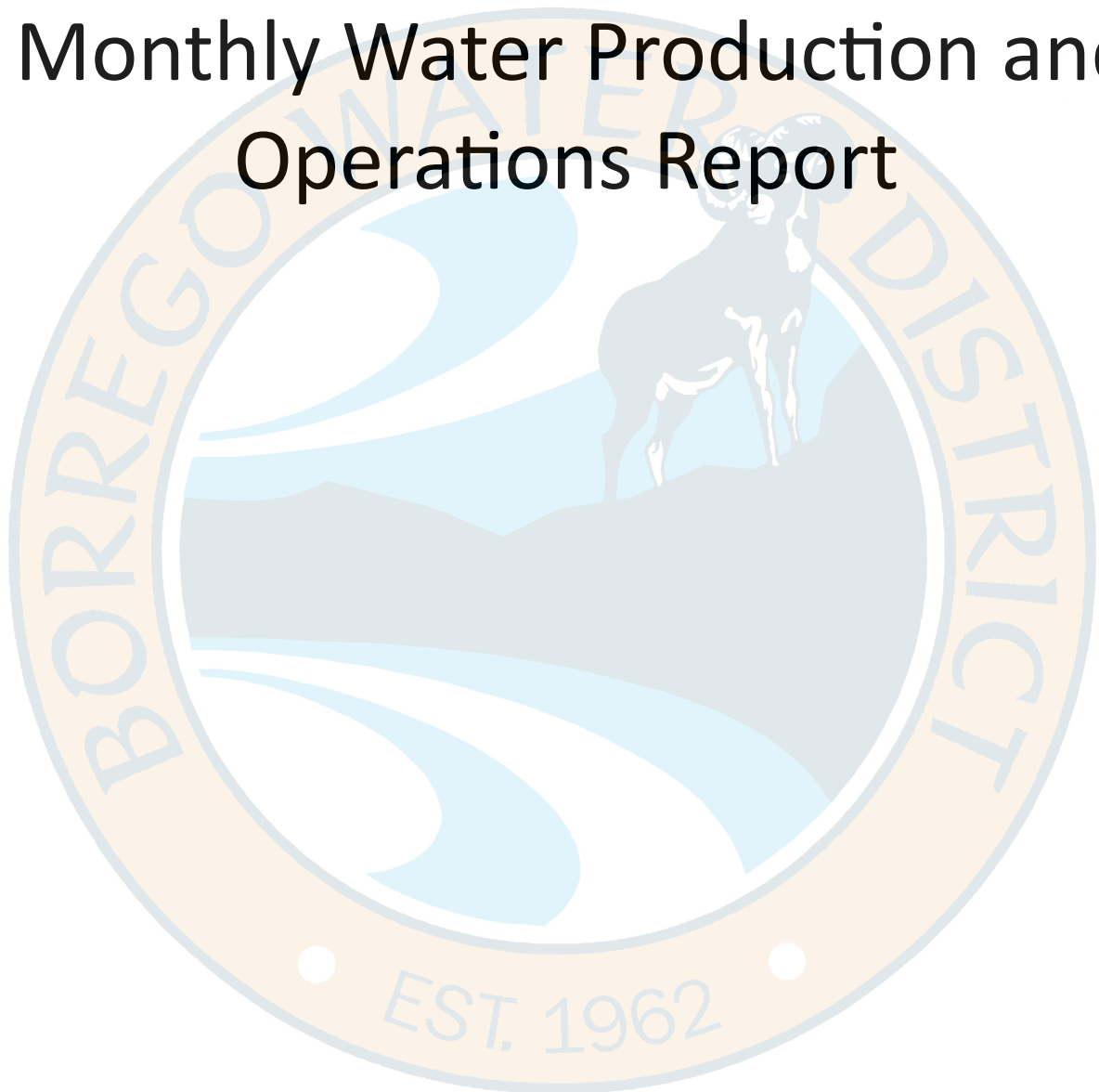
ATTACHMENTS

1. None

IV.A

February 2024

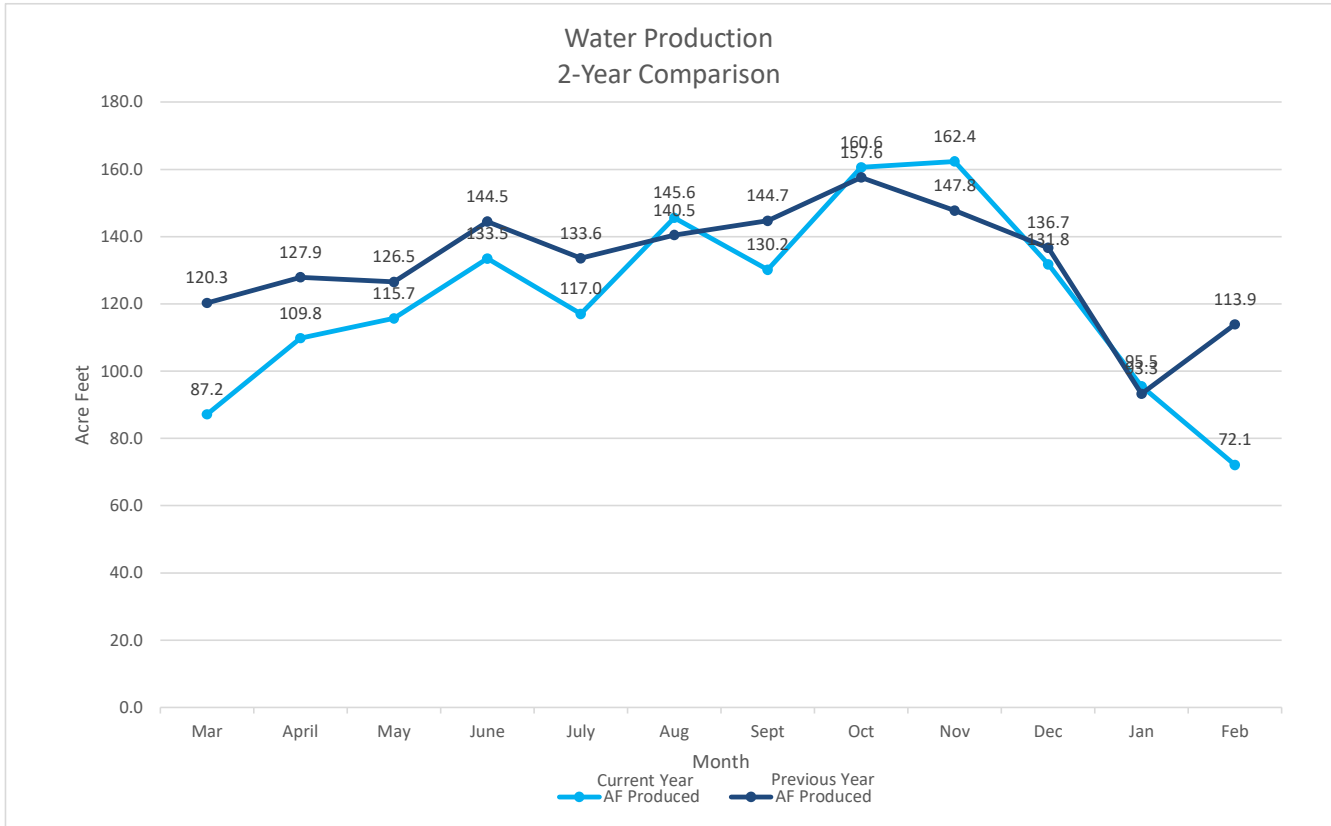
Monthly Water Production and
Operations Report





BORREGO WATER DISTRICT

WATER PRODUCTION SUMMARY Feb 24



Past 12 months Production vs. Sales

	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
AF Used	95.1	115.7	128.4	128.4	128.4	128.4	119.1	180.8	154.2	121.9	89.3	67.9
AF Produced	87.2	109.8	115.7	133.5	117.0	145.6	130.2	160.6	162.4	131.8	95.5	72.1
% Non Rev.	-9.1%	-5.4%	-11.0%	3.8%	-9.7%	11.8%	8.5%	-12.6%	5.0%	7.5%	6.5%	5.9%

Previous 12 Months Production vs. Sales

	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
AF Used	125.3	123.8	108.8	124.8	116.5	126.5	132.1	147.6	139.3	117.9	101.1	121.6
AF Produced	120.3	127.9	126.5	144.5	133.6	140.5	144.7	157.6	147.8	136.7	93.3	113.9
% Non Rev.	-4.2%	3.2%	14.0%	13.6%	12.8%	10.0%	8.7%	6.3%	5.7%	13.8%	-8.4%	-6.8%

Non Revenue Water Summary

Feb-24	5.9%
Avg. Past 12 Mos.	0.1%
Avg. Past 24 Mos.	2.9%

IV.B.

February 2024

Monthly Wastewater Production



IV.C
February 2024
Monthly Financial Report





TREASURER'S REPORT February 2024

	Bank Balance	Carrying Value	Fair Value	<u>% of Portfolio</u> Current Actual	Rate of Interest	Maturity	Valuation Source
Cash and Cash Equivalents:							
Demand Accounts at CVB/LAIF							
General Account/Petty Cash	\$ 2,563,376	\$ 2,507,326	\$ 2,507,326	65.20%	1.08%	N/A	CVB/WF
Payroll Account	\$ 78,364	\$ 78,324	\$ 78,324	2.04%	1.08%	N/A	WF
Grant Fund Account	\$ 99,867	\$ 99,867	\$ 99,867	2.60%	0.00%	N/A	WF
2021 Bond Funds	\$ -	\$ -	\$ -	0.00%	1.08%	N/A	WF
LAIF	\$ 1,159,913	\$ 1,159,913	\$ 1,159,913	30.16%	4.12%	N/A	LAIF
Total Cash and Cash Equivalents	\$ 3,901,520	\$ 3,845,430	\$ 3,845,430	100.00%			

Cash and investments conform to the District's Investment Policy statement filed with the Board of Directors on June 09, 2020

Cash, investments and future cash flows are sufficient to meet the needs of the District for the next six months.

Sources of valuations are CVB Bank, LAIF and US Trust Bank.

Jessica Clabaugh, Finance Officer



**Borrego Water District
Operating Budget Analysis
02/01/2024 to 02/29/2024**

	<i>Budgeted FY2024</i>	<i>Actual Feb FY2024</i>	<i>Projected Feb FY2024</i>	<i>Year to Date FY2024</i>	<i>% of Annual Budget TD</i>
INCOME					
RATE REVENUE					
Water Rates Revenues					
Commodity Rates					
Residential	1,592,136	75,540	93,654	962,334	60%
Commercial	777,162	41,321	45,715	416,914	54%
Irrigation	355,047	13,878	20,885	250,879	71%
Total Commodity	2,724,345	130,740	160,262	1,630,127	60%
Non-Commodity Charges					
Base Meter Charges	1,468,598	120,767	111,005	963,670	66%
Meter Install/Repair	35,000	50	2,917	13,769	39%
New Water Supply Connection Fee	24,880	-	2,073	-	0%
Backflow Testing/Install	5,700	(400)		100	2%
Bulk Water Sales	6,500	561	542	13,424	207%
Total Non-Commodity	1,540,678	120,977	116,537	990,963	64%
Total Water Rate Revenues	4,265,023	251,717	276,799	2,621,090	61%
Sewer Rates					
TCS Holder Fees (SA2)	163,973	13,947	13,664	111,589	68%
TCS User Fees (SA2)	130,436	11,649	10,870	93,225	71%
RH Sewer User Fees (ID1)	164,786	13,735	13,732	109,688	67%
Sewer Standby/Capacity Fees	-	-		-	
Sewer User Fees (ID5)	186,528	15,495	15,544	123,955	66%
Total Sewer Rates	645,723	54,826	53,810	438,456	68%
Availability Charges Collected thru Tax Roll					
ID1 - Water/Sewer/Flood Standby	105,000	930	16,321	55,931	53%
ID3/ID4 - Water Standby	117,000	2,944	18,187	77,286	66%
Pest Control Standby	17,150	346	2,666	10,605	62%
Total Availability (Tax Roll)	239,150	4,220	37,174	143,822	60%
TOTAL RATE REVENUE	5,149,896	310,764	367,783	3,203,368	62%
OTHER INCOME					
Penalties & Fees	50,000	11,042	5,000	52,273	105%
BSUSD Well Agreement	35,000	-	-	-	0%
1% Property Assessments	70,000	1,992	10,881	46,747	67%
Interest Income	35,000	678	2,917	41,950	120%
Other Income		-		1,662	
WM Meter Reading Income	3,333	-	-	1,689	51%
TOTAL OTHER INCOME	193,333	13,712	18,798	144,321	75%
GROSS INCOME	5,343,229	324,475	386,581	3,347,689	63%



**Borrego Water District
Operating Budget Analysis
02/01/2024 to 02/29/2024**

	<i>Budgeted FY2024</i>	<i>Actual Feb FY2024</i>	<i>Projected Feb FY2024</i>	<i>Year to Date FY2024</i>	<i>% of Annual Budget TD</i>
EXPENSES					
OPERATING EXPENSES					
Operations & Maintenance Expense					
R&M Water	272,201	8,487	22,683	109,591	40%
R&M WWTF	130,656	10,531	10,888	86,262	66%
Telemetry	5,444	1,192	454	4,692	86%
Trash Removal	6,533	633	544	5,187	79%
Vehicle Expense	24,219	3,947	2,018	18,112	75%
Fuel & Oil	53,703	2,950	4,475	33,537	62%
Lab/Testing	37,664	4,061	3,139	27,265	72%
Permit Fees	39,741	17,494	3,312	21,667	55%
Pumping Electricity	500,000	30,543	41,667	355,658	71%
Total Operations & Maintenance Expense	1,070,161	79,838	89,180	661,970	62%
Professional Services					
Accounting (Tax & Debt Filings)	4,682	-		822	18%
Air Quality Study	36,341	-	3,028	32	0%
Payroll Services	3,375	305	281	2,421	72%
Audit Fees	30,000	-	2,500	17,350	58%
IT & Cyber Security	42,120	2,976	3,510	44,863	107%
Financial Consulting	87,104	348	7,259	348	0%
Engineering (Dudek)	50,000	22,590	4,167	38,708	77%
Legal Services - General	78,491	8,550	6,541	57,852	74%
<i>Legal Services Reimbursible</i>		<i>(6,043)</i>		<i>(19,778)</i>	
Advocacy	65,328	5,000	5,444	40,000	61%
Total Professional Services	397,441	33,726	32,730	182,618	46%
Insurance Expense					
ACWA/JPIA Program Insurance	83,490	-		103,587	124%
ACWA/JPIA Workers Comp	23,437	-		10,149	43%
Total Insurance Expense	106,927	-	-	113,736	106%
Personnel Expense					
Board Meeting Expense	25,042	1,650	2,087	19,707	79%
Salaries & Wages	1,323,529	103,017	110,294	863,792	65%
<i>Contra Account - Salaries & Wages</i>	<i>(60,000)</i>	<i>(2,445)</i>	<i>(5,000)</i>	<i>(29,344)</i>	49%
Contract Labor/Consulting	10,888	-	907	-	0%
Payroll Taxes	36,190	2,139	3,016	18,268	50%
Benefits - Medical	295,171	22,690	24,598	168,021	57%
Benefits - CalPERS	271,422	10,531	16,666	157,139	58%
Trainings & Conferences	19,598	386	1,633	14,068	72%
Uniforms	7,622	611	635	3,863	51%
Safety Compliance & Emergency Prep	5,444	311	454	2,524	46%
Total Personnel Expense	1,934,906	138,891	155,290	1,218,038	63%



**Borrego Water District
Operating Budget Analysis
02/01/2024 to 02/29/2024**

	<i>Budgeted FY2024</i>	<i>Actual Feb FY2024</i>	<i>Projected Feb FY2024</i>	<i>Year to Date FY2024</i>	<i>% of Annual Budget TD</i>
OPERATING EXPENSES (Con't)					
Office Expense					
Office Supplies	26,131	961	2,178	14,604	56%
Office Equipment	54,440	1,215	4,537	29,237	54%
Postage & Freight	16,332	-	1,361	10,699	66%
Property Tax	3,266	-	-	49	1%
Telephone Expense	30,000	2,094	2,500	21,394	71%
Dues & Subscriptions (ACWA/AWWA)	25,042	357	2,087	17,058	68%
Printing & Publication	5,444	240	454	1,244	23%
Office/Shop utilities	10,000	515	833	10,554	106%
Total Office Expense	<u>170,655</u>	<u>5,382</u>	<u>13,949</u>	<u>104,838</u>	61%
TOTAL OPERATING EXPENSES	3,680,090	257,837	291,149	2,281,200	62%
Debt Expense					
BBVA Bank Note 2018A/B - Principal	341,189	-	-	341,189	100%
BBVA Bank Note 2018A/B - Interest	49,821	-	-	28,049	56%
2021 Bond Cap One - Principal	427,960	-	-	437,070	102%
2021 Bond Cap One - Interest	159,759	-	-	77,537	49%
Total Debt Expense	<u>978,729</u>	<u>-</u>	<u>-</u>	<u>883,845</u>	90%
GROUNDWATER MANAGEMENT EXPENSES (see GWM Detail)					
Pumping Fees	100,000	-	-	41,520	42%
GWM Expense	76,407	159	6,367	14,430	19%
Legal Expense	100,000	3,793	8,333	32,719	33%
Engineering/TAC Expense (Intera)	135,000	8,418	11,250	67,340	50%
GW Quality Risk Assessment (Intera)	28,430	-	2,369	20,748	73%
TOTAL GROUNDWATER MGMT EXPENSES	<u>439,837</u>	<u>12,370</u>	<u>28,320</u>	<u>176,757</u>	40%
TOTAL EXPENSES	<u>5,098,656</u>	<u>270,207</u>	<u>319,469</u>	<u>3,341,802</u>	66%
NET INCOME	<u>244,573</u>	<u>54,268</u>	<u>67,112</u>	<u>5,887</u>	



**Borrego Water District
Cash CIP Budget Analysis
02/01/2024 to 02/29/2024**

	<i>Budgeted FY2024</i>	Actual Feb FY2024	Year to Date FY2024
<u>CAPITAL IMPROVEMENT PROJECTS (CIP)</u>			
CASH FUNDED CIP			
Water Projects			
Office Imp. (FY22 Cameras, FY23 Paint, Lighting)	50,000	-	-
ID5-5 Replacement VFD	200,000	-	-
BPA Acquisition	851,125	484	1,202,023
Congressional Appropriations Cash Funded Poriton	<u>850,167</u>	<u>-</u>	<u>-</u>
Total Water Projects	1,951,292	484	1,202,023
Sewer Projects			
Manhole Refurbishments	49,778	-	-
Palm Canyon Sewer Line Inspection	150,000	-	<u>82,018</u>
Total Sewer Projects	199,778	-	82,018
Short Lived Asset Replacements			
Backup Generator Office & Shop	100,000	-	-
Well ID1-8 Rehab	-	-	121,102
ID4-18 Inspection	10,000	-	-
Reservoir Cleaning/Video Inspection	37,000	-	-
Clarifier Rehab	50,000	-	-
2017 GMC Replacement Transmission	<u>-</u>	<u>-</u>	<u>6,080</u>
Total Short Lived Assets	197,000	-	127,182
 CASH FUNDED CIP TOTAL	 2,348,070	 484	 1,411,224
 2021 Bond/Cash Funded CIP			
Bond/Cash Funded Water Projects			
ID5-15 Well Completion(Project Total = \$2,052,493)	-	4,556	-
ID4-10 Inspection/Repairs	-	1,067	245,754
Pipeline Replacements	<u>-</u>	<u>-</u>	<u>-</u>
BOND/Cash FUNDED CIP TOTAL	-	5,623	245,754



Borrego Water District
Grant/Bond Funded CIP Budget Analysis
02/01/2024 to 02/29/2024

	<i>Budgeted FY2024</i>	<i>Actual Feb FY2024</i>	<i>Year to Date FY2024</i>
GRANT FUNDED CIP			
Water Projects- DWR Grant Net \$2,048362 - Receivable @ 02/29/24 = \$1,704,223			
Twin Tanks	32,835	554	327,463
Wilcox Diesel Motor	83,333	-	128,035
Indian Head Reservoir Replacement	450,000	1,734	344,418
Rams Hill Tank #2	450,000	-	275,724
Total Water Projects - Water Reservoirs Grant	<u>1,016,168</u>	<u>2,288</u>	<u>1,075,641</u>
Prop 68 Grant - Receivable @ 02/29/24 = \$298,970			
AMI	455,000	9,464	20,559
WWTP Monitoring Wells	60,000	-	10,609
Admin/Acquisiton Costs(Total since 2021 = \$121,268)	100,000	329	10,042
Total Prop 68 Grant Projects	<u>615,000</u>	<u>9,792</u>	<u>41,210</u>
2023 Appropriations Bill			
BSR Pipeline	912,406	-	-
Sungold Pipeline	2,488,260	-	-
2023 Appropriations Bill Total	<u>3,400,666</u>	<u>-</u>	<u>-</u>
TOTAL GRANT FUNDED CIP	5,031,834	12,080	1,116,851



**Borrego Water District
Cash Flow Analysis
02/01/2024 to 02/29/2024**

	<u>Actual Feb FY24</u>	
Cash and Reserves at Beginning of Period		\$ 3,804,583
Cash Flows from Operating Activities		
<i>Income Provided by Operating Activities</i>	52,927	
<i>Decrease in Accounts Receivable</i>	19,293	
<i>Decrease in Accounts Payable</i>	(11,559)	
<i>Increase in Inventory</i>	(2,967)	
Net Cash Provided by Operating Activities	\$ 57,693	
Cash Flows from Groundwater Management Activities		
Net Cash Paid for Groundwater Management Activities	\$ (12,370)	
Cash Flows from Non-Operating Activities		
Other Income Received	13,712	
Net Cash Provided by Other Income	\$ 13,712	
Cash Flows from Capital Improvement Activities		
<i>All CIP/BPA Purchase Activities (Cash + Grant)</i>	(18,188)	
<i>Grant Monies Received</i>	-	
Net Cash Paid for Capital Improvements	\$ (18,188)	
Net Change in Cash	\$ 40,847	
Cash and Reserves at End of Period		\$ 3,845,430
Restricted Reserves at End of Period	\$ 978,729	
Unrestricted Reserves at End of Period	\$ 2,866,701	
Water Reserves Portion	\$2,893,443	
Sewer Reserves Portion	\$300,950	
Non-218 Reserves Portion	\$651,037	
Fiscal Year Reserves Target		\$ 7,078,411
Fiscal Year Reserves Surplus/Shortfall to Date		\$ (3,232,981)
2021 Bond Funds Balance at Beginning of Period		\$ -
Net Change in Bond Funds	\$ -	ACCOUNT CLOSED 24+ed
2021 Bond Funds Balance at End of Period		\$ -



ASSETS

	BALANCE SHEET February 29, 2024 (unaudited)	BALANCE SHEET January 31, 2024 (unaudited)	MONTHLY CHANGE (unaudited)
CURRENT ASSETS			
Cash & Cash Equivalents	\$ 3,962,494.58	\$ 3,899,533.61	\$ 62,960.97
Accounts Receivable - Water/Sewer Charges	\$ 433,635.61	\$ 420,469.15	\$ 13,166.46
Accounts Receivable - Other	\$ 12,046.08	\$ 12,046.08	\$ -
Grant Reimbursements Receivable	\$ 942,295.30	\$ 942,295.30	\$ -
Inventory	\$ 209,364.56	\$ 206,397.09	\$ 2,967.47
TOTAL CURRENT ASSETS	\$ 5,773,828.43	\$ 5,702,560.98	\$ 71,267.45
RESTRICTED ASSETS			
Debt Service:			
Unamortized bond issue costs	\$ 125,185.22	\$ 125,185.22	\$ -
Viking Ranch Refinance issue costs	\$ (79,919.39)	\$ (79,919.39)	\$ -
Deferred Outflow of Resources-CalPERS	\$ 201,290.00	\$ 201,290.00	\$ -
Total Debt service	\$ 246,555.83	\$ 246,555.83	\$ -
Trust/Bond funds:			
Investments with fiscal agent -CFD 2017-1	\$ 743,272.87	\$ 743,272.87	\$ -
Total Trust/Bond funds	\$ 743,272.87	\$ 743,272.87	\$ -
TOTAL RESTRICTED ASSETS	\$ 989,828.70	\$ 989,828.70	
UTILITY PLANT IN SERVICE			
Land	\$ 3,308,394.81	\$ 3,308,394.81	\$ -
Flood Control Facilities	\$ 4,287,340.00	\$ 4,287,340.00	\$ -
Capital Improvement Projects	\$ 7,138,800.59	\$ 7,119,367.43	\$ 19,433.16
Sewer Facilities	\$ 6,936,646.48	\$ 6,936,646.48	\$ -
Water facilities	\$ 17,775,417.41	\$ 17,775,417.41	\$ -
General facilities	\$ 1,006,881.07	\$ 1,006,881.07	\$ -
Equipment and furniture	\$ 1,065,378.09	\$ 1,065,378.09	\$ -
Vehicles	\$ 757,790.31	\$ 757,790.31	\$ -
Accumulated depreciation	\$ (15,806,002.70)	\$ (15,806,002.70)	\$ -
NET UTILITY PLANT IN SERVICE	\$ 26,470,646.06	\$ 26,451,212.90	\$ 19,433.16
OTHER ASSETS			
Water Rights/BPA	\$ 1,448,201.79	\$ 1,447,717.39	\$ 484.40
TOTAL OTHER ASSETS	\$ 1,448,201.79	\$ 1,447,717.39	
TOTAL ASSETS	\$ 34,682,504.98	\$ 34,591,319.97	\$ 91,185.01



Balance sheet continued

LIABILITIES

	BALANCE SHEET February 29, 2024 <small>(unaudited)</small>	BALANCE SHEET January 31, 2024 <small>(unaudited)</small>	MONTHLY CHANGE <small>(unaudited)</small>
CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS			
Accounts Payable	\$ 141,245.21	\$ 130,795.00	\$ 10,450.21
Accrued expenses	\$ 238,712.42	\$ 238,712.42	\$ -
Deposits	\$ 105,574.84	\$ 105,574.84	\$ -
TOTAL CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS	\$ 485,532.47	\$ 475,082.26	\$ 10,450.21
CURRENT LIABILITIES PAYABLE FOM RESTRICTED ASSETS			
Debt Service:			
Accounts Payable to CFD 2017-1	\$ 743,272.87	\$ 743,272.87	\$ -
TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS	\$ 743,272.87	\$ 743,272.87	\$ -
LONG TERM LIABILITIES			
2018A & 2018B Refinance ID4/Viking Ranch	\$ 1,264,860.00	\$ 1,264,860.00	\$ -
2021 Installment Purchase Agreement	\$ 6,643,900.00	\$ 6,643,900.00	\$ -
Net Pension Liability-CalPERS	\$ 303,531.00	\$ 303,531.00	\$ -
Deferred Inflow of Resources-CalPERS	\$ 281,931.00	\$ 281,931.00	\$ -
TOTAL LONG TERM LIABILITIES	\$ 8,494,222.00	\$ 8,494,222.00	\$ -
TOTAL LIABILITIES	\$ 9,723,027.34	\$ 9,712,577.13	\$ 10,450.21
FUND EQUITY			
Contributed equity	\$ 9,611,814.35	\$ 9,611,814.35	\$ -
Retained Earnings:	\$ 14,347,663.29	\$ 14,324,633.19	\$ 23,030.10
TOTAL FUND EQUITY	\$ 23,959,477.64	\$ 23,936,447.54	\$ 23,030.10
TOTAL LIABILITIES AND FUND EQUITY	\$ 33,682,504.98	\$ 33,649,024.67	\$ 33,480.31

To: BWD Board of Directors
 From: Jessica Clabaugh
 Subject: Consideration of the Disbursements and Claims Paid
 Month Ending February 29, 2024



Vendor disbursements paid during this period: **\$ 300,207.39**

Significant items:

ACWA-JPIA	Workers' Comp 2023 Q4	\$ 5,243.78
Air Pollution Control Board	Permits for WWTP & Wilcox	\$ 1,296.00
AT&T Mobility	Cell Phones	\$ 1,055.94
Babcock	Lab Services	\$ 6,568.25
CalPERS	Employee Retirement Benefits	\$ 10,531.27
Employee Health Benefits	Medical JPIA & AFLAC	\$ 22,690.36
SC Fuels	Fuel For District Vehicles	\$ 2,950.29
State Water Resources Control Board - Permit Fees		\$ 16,197.63

Capital Projects/Fixed Asset Outlays:

Control Systems Inc	SCADA Upgrades ID4-10, ID4-3	\$ 13,248.86
Labor Compliance Consultants	Superior Tank - Certify Contractor Payroll	\$ 1,600.00
Parkhouse Tire	Tires for two trucks and trailer	\$ 3,352.17
Pacific Pipeline Supply, Inc.	Parts for Inventory	\$ 5,083.07
USA Bluebook	Camera for Sewer Laterals	\$ 9,374.20

Total Professional Services for this Period:

BBK	General - Feb Invoices	\$ 4,748.10
BBK	Water Right Acquisition	\$ 69.20
BBK	Watermaster	\$ 7,045.60
BBK	Advocacy	\$ 2,500.00
BBK	Prop 68 Grant Admin	\$ 3,883.60
Dudek	WWTP EDU Study	\$ 4,745.00
Dudek	WWTP Waste Discharge Requirements	\$ 17,845.00
Interra Inc.	GWM Technical Support February	\$ 4,150.00
Leaf & Cole, LLP	Audit Progress Billing	\$ 8,065.00
SpringBrook	Annual Software License	\$ 20,212.60
Syrus Devers	Advocacy	\$ 2,500.00
Travis Parker	IT Support	\$ 3,387.18

Payroll for this Period:

Gross Payroll	\$ 103,017.00
Employer Payroll Taxes and ADP Fee	\$ 2,444.08
Total	\$ 105,461.08



February 2024

41037	1109	ABILITY ANSWERING/PAGING SER	01/31/2024	249.50
41072	1109	ABILITY ANSWERING/PAGING SER	02/27/2024	249.50
41073	1266	AFLAC	02/27/2024	1,548.76
41063	9524	AIR POLLUTION CONTROL DISTRICT, SAN DIEGO COUNTY	02/12/2024	1,296.00
41091	1001	AMERICAN LINEN INC.	03/07/2024	611.46
41092	61	AT&T MOBILITY	03/07/2024	951.68
41074	9529	AT&T-CALNET 3	02/27/2024	643.43
41093	9255	BABCOCK LABORATORIES	03/07/2024	4,061.05
41104	10884	BEST BEST & KRIEGER ATTORNEYS AT LAW	03/12/2024	17,988.34
41117	10884	BEST BEST & KRIEGER ATTORNEYS AT LAW	03/20/2024	6,286.53
41075	9679	BIG J FENCING, INC.	02/27/2024	107.00
41118	10900	BORREGO AUTO PARTS & SUPPLY CO	03/20/2024	158.02
41094	11140	BORREGO SPRINGS HARDWARE	03/07/2024	321.82
41076	1037	BORREGO SUN	02/27/2024	160.00
41105	1037	BORREGO SUN	03/12/2024	80.00
41095	1135	CENTER MARKET	03/07/2024	65.17
41119	11099	CONTROL SYSTEMS ENGINEERING INC	03/20/2024	2,926.01
41064	1066	DE ANZA READY MIX	02/12/2024	240.00
41080	1222	DEBBIE MORETTI	02/27/2024	140.00
41106	96	DISH	03/12/2024	81.80
41077	9640	DUDEK	02/27/2024	22,590.00
41078	11088	FIELDMAN, ROLAPP & ASSOCIATES, INC	02/27/2024	347.50
41079	1048	GRAINGER	02/27/2024	3.75
41096	1048	GRAINGER	03/07/2024	30.01
41107	1136	HOME DEPOT CREDIT SERVICES	03/12/2024	2,468.67
41090	10863	HUGO RODARTE	03/05/2024	173.19
41120	11137	INTERA INCORPORATED	03/20/2024	8,417.50
41097	11090	LUPE'S GARDENING MAINTENANCE INC.	03/07/2024	585.00
41108	1216	McCALLS METERS,INC	03/12/2024	3,417.83
41038	1000	MEDICAL ACWA-JPIA	01/31/2024	24,291.74
41098	93	MRC SMART TECHNOLOGY SOLUTIONS	03/07/2024	452.74
41081	11175	NEW YORK LIFE INSURANCE COMPANY	02/27/2024	261.92
41099	11114	OCEANUS BOTTLED WATER, INC	03/07/2024	58.25
41065	1208	PACIFIC PIPELINE SUPPLY INC	02/12/2024	5,083.07
41082	1208	PACIFIC PIPELINE SUPPLY INC	02/27/2024	589.52
41066	11132	PARKHOUSE TIRE, INC	02/12/2024	3,352.17
41100	9633	RAMONA DISPOSAL SERVICE	03/07/2024	5,041.84
41101	1065	SAN DIEGO GAS & ELECTRIC	03/07/2024	30,991.11
41109	1065	SAN DIEGO GAS & ELECTRIC	03/12/2024	67.31
41067	11067	SC FUELS	02/12/2024	1,639.69
41084	11067	SC FUELS	02/27/2024	1,310.60
41085	9046	STATE WATER RESOURCE CONTROL BOARD OPERATOR CERT	02/27/2024	180.00
41086	9166	SWRCB	02/27/2024	16,197.63
41102	11173	SYRUS DEVERS	03/07/2024	2,500.00
41121	9581	TRAVIS PARKER	03/20/2024	1,489.05
41110	3000	U.S.BANK CORPORATE PAYMENT SYS	03/12/2024	7,501.30
41103	1023	UNDERGROUND SERVICE ALERT	03/07/2024	18.75
41087	9439	USABLUEBOOK	02/27/2024	9,374.20
41088	74	WESTERN PUMP, INC	02/27/2024	104.02
41111	92	XEROX FINANCIAL SERVICES	03/12/2024	365.28
41112	11050	ZITO MEDIA	03/12/2024	276.82
Report Total (51 checks):				187,346.53

To: BWD Board of Directors
 From: Jessica Clabaugh
 Subject: Consideration of Watermaster related Income and Expenses for FY24



Date	Name	Description	Net Expenses during this Period		53,411.87
			Income	Expense	Year To Date
7/31/2023	BBK	Stipulation/Groundwater Rights		\$ 2,941.00	\$ (2,941.00)
7/31/2023	BBK	Watermaster Activities		\$ 207.60	\$ (3,148.60)
7/31/2023	Intera	T2: TAC Meetings		\$ 3,180.00	\$ (6,328.60)
7/31/2023	Intera	T3: Annual Report Review		\$ 2,165.00	\$ (8,493.60)
7/31/2023	Intera	T4: SY Review		\$ 3,955.00	\$ (12,448.60)
7/31/2023	Intera	T5: Land Use Sub Comm. - Existing Well Review		\$ 6,227.50	\$ (18,676.10)
7/31/2023	Intera	Groundwater Quality Risk Assessment Update		\$ 13,635.00	\$ (32,311.10)
8/30/2023	BBK	Stipulation/Groundwater Rights		\$ 553.60	\$ (32,864.70)
8/30/2023	BBK	Watermaster Activities		\$ 2,783.00	\$ (35,647.70)
8/30/2023	BWD	Record Staff Time		\$ 318.16	\$ (35,965.86)
8/30/2023	Intera	T2: TAC Meetings		\$ 2,122.50	\$ (38,088.36)
8/30/2023	Intera	T3: Annual Report Review		\$ 8,345.00	\$ (46,433.36)
8/30/2023	Intera	T4: SY Review		\$ 100.00	\$ (46,533.36)
8/30/2023	Intera	T5: Land Use Sub Comm. - Existing Well Review		\$ 2,517.50	\$ (49,050.86)
8/30/2023	Intera	Groundwater Quality Risk Assessment Update		\$ 7,112.50	\$ (56,163.36)
9/30/2023	BBK	Stipulation/Groundwater Rights		\$ 69.20	\$ (56,232.56)
9/30/2023	BBK	Watermaster Activities		\$ 2,175.90	\$ (58,408.46)
9/30/2023	Intera	T1: Watermaster Board Meetings		\$ 795.00	\$ (59,203.46)
9/30/2023	Intera	T2: TAC Meetings		\$ 11,167.50	\$ (70,370.96)
9/30/2023	Intera	T3: Annual Report Review		\$ 1,400.00	\$ (71,770.96)
9/30/2023	Intera	T4: SY Review		\$ 2,865.00	\$ (74,635.96)
9/30/2023	BWD	Income - Meter Reading Services July & Sept 23	\$ 1,688.68		\$ (72,947.28)
10/31/2023	BBK	Stipulation/Groundwater Rights		\$ 56.40	\$ (73,003.68)
10/31/2023	BBK	Watermaster Activities		\$ 5,618.40	\$ (78,622.08)
10/31/2023	BWD	Record Staff Time		\$ 318.16	\$ (78,940.24)
10/31/2023	Borrego Springs Watermaster	Meter Reading Services		\$ 3,062.62	\$ (82,002.86)
10/31/2023	Intera	T1: Watermaster Board Meetings		\$ 530.00	\$ (82,532.86)
10/31/2023	Intera	T2: TAC Meetings		\$ 5,565.00	\$ (88,097.86)
10/31/2023	Intera	T6: Review Prop 68 Following and GDE Projects		\$ 3,385.00	\$ (91,482.86)
11/30/2023	BBK	Stipulation/Groundwater Rights		\$ 1,703.10	\$ (93,185.96)
11/30/2023	BBK	Watermaster Activities		\$ 2,525.80	\$ (95,711.76)
11/30/2023	BWD	Record Staff Time		\$ 318.16	\$ (96,029.92)
11/30/2023	Intera	T1: Watermaster Board Meetings		\$ 1,590.00	\$ (97,619.92)
11/30/2023	Intera	T2: TAC Meetings		\$ 2,387.50	\$ (100,007.42)
11/30/2023	Intera	T3: Annual Report Review		\$ 4,025.00	\$ (104,032.42)
12/31/2023	BBK	Stipulation/Groundwater Rights		\$ 3,245.90	\$ (107,278.32)
12/31/2023	Intera	T1: Watermaster Board Meetings		\$ 795.00	\$ (108,073.32)
12/31/2023	Intera	T2: TAC Meetings		\$ 662.50	\$ (108,735.82)
1/31/2024	Borrego Springs Watermaster	Pumping Fees on BPA, Installment 1		\$ 29,249.00	\$ (137,984.82)
1/31/2024	Borrego Springs Watermaster	WB - Pumping Fees on BPA, Installment 1		\$ 7,578.15	\$ (145,562.97)
1/31/2024	Borrego Springs Watermaster	DB - Pumping Fees on BPA, Installment 1		\$ 4,693.14	\$ (150,256.11)
1/31/2024	Intera	T1: Watermaster Board Meetings		\$ 795.00	\$ (151,051.11)
1/31/2024	Intera	T2: TAC Meetings		\$ 305.00	\$ (151,356.11)
1/31/2024	Intera	T3: Annual Report Review		\$ 927.50	\$ (152,283.61)
1/31/2024	Intera	T4: SY Review		\$ 2,122.50	\$ (154,406.11)
1/31/2024	BWD	Record Staff Time		\$ 695.98	\$ (155,102.09)
1/31/2024	BBK	Stipulation/Groundwater Rights		\$ 7,045.60	\$ (162,147.69)
2/29/2024	BWD	Record Staff Time		\$ 159.80	\$ (162,307.49)
2/29/2024	Intera	T1: Watermaster Board Meetings		\$ 1,987.50	\$ (164,294.99)
2/29/2024	Intera	T3: Annual Report Review		\$ 6,430.00	\$ (170,724.99)
2/29/2024	BBK	Stipulation/Groundwater Rights		\$ 3,793.20	\$ (174,518.19)