

**Borrego Water District Board of Directors**  
**Regular Meeting**  
**December 13, 2022 @ 9:00 a.m.**  
**806 Palm Canyon Drive**  
**Borrego Springs, CA 92004**

COVID-19 UPDATE: The Borrego Water District Board of Directors meeting as scheduled in an electronic format. BWD will be providing public access to the Meeting thru electronic means only to minimize the spread of the COVID-19 virus, based upon direction from the California Department of Public Health, the California Governor's Office and the County Public Health Office. Anyone who wants to listen to or participate in the meeting 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.** Swear In Directors for Nov. 2022-26 term: Kathy Dice and Dave Duncan – G Poole
- D.** Directors' Roll Call: President Dice, Vice President Baker, Directors Duncan & Johnson
- E.** Approval of Agenda
- F.** Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- G.** Comments from Directors
- H.** Correspondence Received from the Public- None

**II. ITEMS FOR BOARD CONSIDERATION**

- A.** Resolution No. 2022-12-01 Recognizing the Contribution of Paul Rosenboom – K Dice/G Poole
- B.** Process & Schedule for Filling Vacant BWD Board of Directors Opening – G Poole
- C.** Proposition 68 Final Grant Agreement – S Anderson
- D.** Proposition 68 Sub Grantee Agreements – S Anderson
- E.** Labor Compliance Officer Contract for Tank Replacement/Wilcox Motor Grant - D Dale
- F.** Resolution No. 2022-12-02 A Resolution Of The Board Of Directors Of The Borrego Water District Authorizing Virtual Board And Committee Meetings Pursuant To Ab 361
- G.** 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. Water Quality Optimization Plan Schedule & Content
  4. Location of TSS Well – J Petersen
- H.** Approve updates to the Air Quality Monitoring Budget

AGENDA: December 13, 2022

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.

The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole – Board Secretary 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.

### **III. BOARD COMMITTEE REPORTS, IF NEEDED**

#### **STANDING:**

- A. Operations and Infrastructure: Duncan/
- B. Budget and Audit: Dice/
- C. ACWA/JPIA Insurance: Dice/Johnson
  - 1. Spring Convention Summary (Verbal)

#### **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 Policy: Baker/Duncan
- F. Finance: Baker/
- G. WWTP Monitoring Wells: Baker/
- H. NEW: Borrego Springs Basin Water Quality: Baker/Johnson

### **IV. MONTHLY FINANCIAL & OPERATIONS REPORTS**

- A. Financial Reports: October 2022
- B. Water and Wastewater Operations Report: October 2022
  - 1. Wastewater Staff Report – Roy Martinez
- C. Operations Staff Report (Verbal) - Alan Asche

### **V STAFF REPORTS - VERBAL**

- A. Administration – Diana Del Bono
  - 1. SB 998 Report
  - 2. Water Supply Sales
- B. Engineering – D Dale
- C. Finance – Jessica Clabaugh
  - 1. Water/Sewer Revenues and Delinquency Update
- D. General Manager – Geoff Poole
  - 1. Town Hall Review

### **V. CLOSED SESSION:**

- A. Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Three (3) potential cases)
- B. Conference with Legal Counsel – Existing Litigation (Borrego Water District v. All Persons (Groundwater), Orange County Superior Court Case No. 37-2020-00005776)
- C. Conference with Real Property Negotiators (Gov. Code §Section 54956.8) Property Easement APN: 140-303-0900 & 140-303-1100 Agency Negotiator: Geoff Poole, BWD General Manager Negotiating Parties: BWD and US Gypsum Corp as potential buyer Price and Terms of Payment

**VI. CLOSING PROCEDURE:** The next Board Meeting is scheduled for 9:00 AM January 10, 2023, at 9 AM, to be available in person and online. See Board Agenda at BorregoWD.org for details, Agenda information available at least 72 hours before the meeting.

AGENDA: December 13, 2022

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BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
DECEMBER 13, 2022  
AGENDA ITEM II.A

December 5, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Resolution No. 2022-12-01 Recognizing the Contribution of Paul Rosenboom

**RECOMMENDED ACTION:**

Review Resolution and Approve and Authorize Staff to Send a Copy to Paul

**ITEM EXPLANATION:**

Paul's term has come to an end and Staff is recommending the Board adopt the attached Resolution.

**NEXT STEPS**

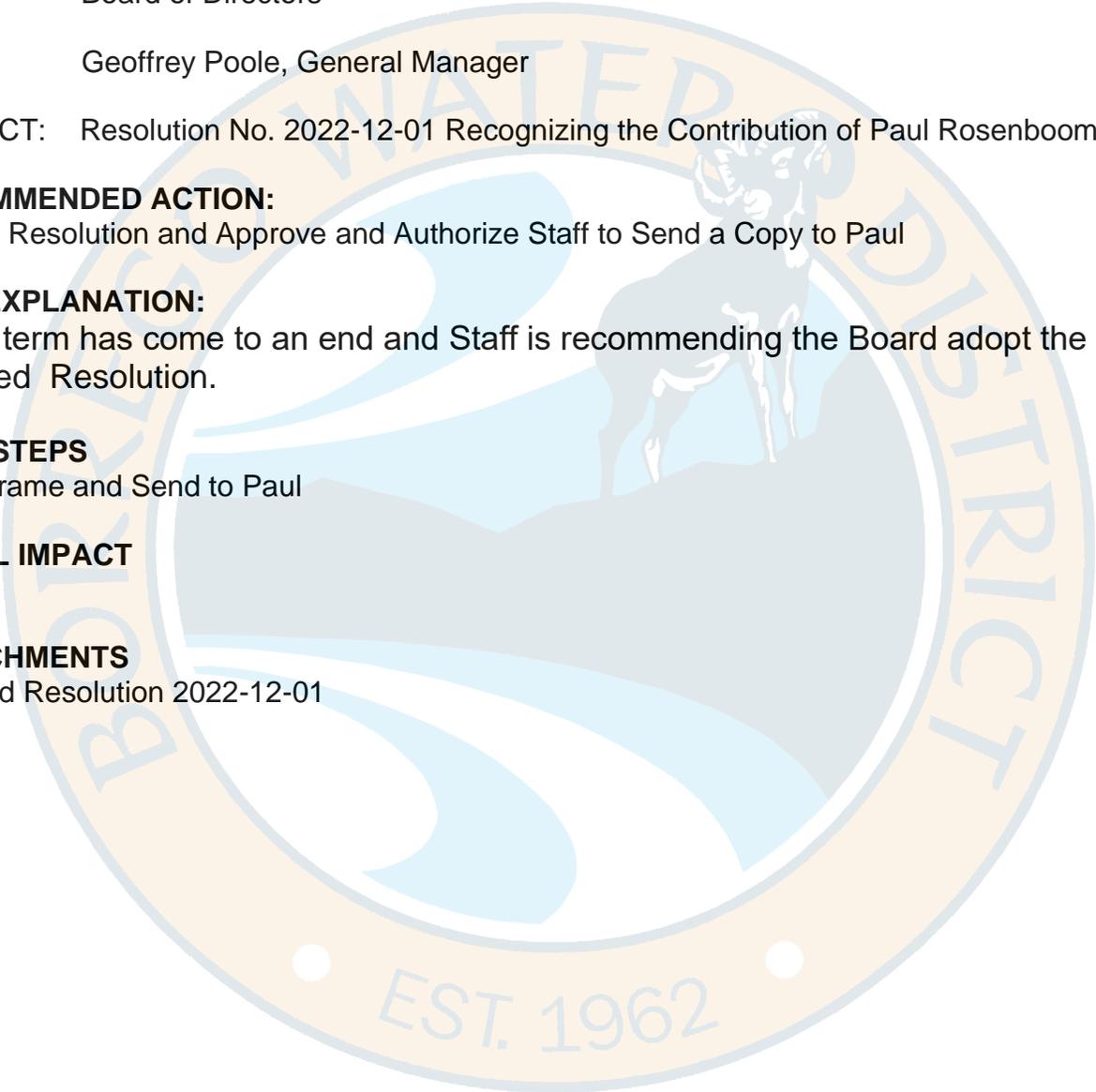
Sign, Frame and Send to Paul

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

1. Board Resolution 2022-12-01



**RESOLUTION NO. 2021-12-01 RESOLUTION OF THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT THANK PAUL FOR HIS CONTRIBUTION AND WISH HIM WELL IN HIS FUTURE ENDEAVORS**

WHEREAS; Paul Rosenboom applied and was selected to replace retiring Borrego Water District (BWD) Director Lyle Brecht in December 2021, and

WHEREAS; During his short tenure, Paul applied his knowledge and expertise in finance and related areas towards the work performed by the BWD Board and Staff, and

WHEREAS; BWD received direct benefit from Paul's input.

NOW, THEREFORE: The BWD Board of Directors and Staff want to sincerely thank Paul for his contribution and wish him well in his future endeavors

ADOPTED, SIGNED AND APPROVED this 13th day of December, 2022.

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

ATTEST:

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

PASSED AND ADOPTED by said Board on this 13th day of December, 2022 by the following vote:

AYES:  
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 13th day of December 2022.

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

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
DECEMBER 13, 2022  
AGENDA ITEM II.B

December 5, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Process/Schedule for Filling Vacant BWD Board of Directors Opening – G Poole

**RECOMMENDED ACTION:**

Review Proposed Process/Schedule and Approve

**ITEM EXPLANATION:**

Following is the proposed process and schedule for filling the vacant seat on the Board:

December 8: Sun Article and Advertisement

December 30: Letters of Intent due from Interested Customers/Registered Voters

January 10: BWD Board interview and appointment or defer to January 24, if needed.

**LIST OF POTENTIAL FUTURE INTERVIEW QUESTIONS**

THESE QUESTIONS WERE USED/CONSIDERED DURING THE LAST INTERVIEW (Brecht Vacancy filled by Rosenboom)

Why do you want this position?

What is your knowledge about the District in general and in terms of the services it provides?

Are you prepared to disclose private business holdings, interests and relationships as part of the reporting requirements of the California Political Reform Act (administered by the Fair Political Practices Commission (FPPC))?

Describe your understanding of the function of the District Board as a whole?

How active have you been in neighborhood or community organizations?

Our Board Meets at 9:00 am on the second and fourth Tuesdays of the month. Are you able to make these meetings on a regular basis?

Please tell us why we should select you to fill the Vacancy.

How long have you lived in Borrego Springs

What do you think of the San Diego County Water Authority's proposal to run their Regional Conveyance System through Borrego Valley?

Some people say water reductions are not needed because the state will bail us out, do you think this is possible?

What do you see as the biggest challenges for BWD in the next year or two?

Assuming we dramatically reduce water usage over the next 10-20 years as mandated in our Groundwater Management Plan (GMP), what do you think Borrego might look like?

**NEXT STEPS**

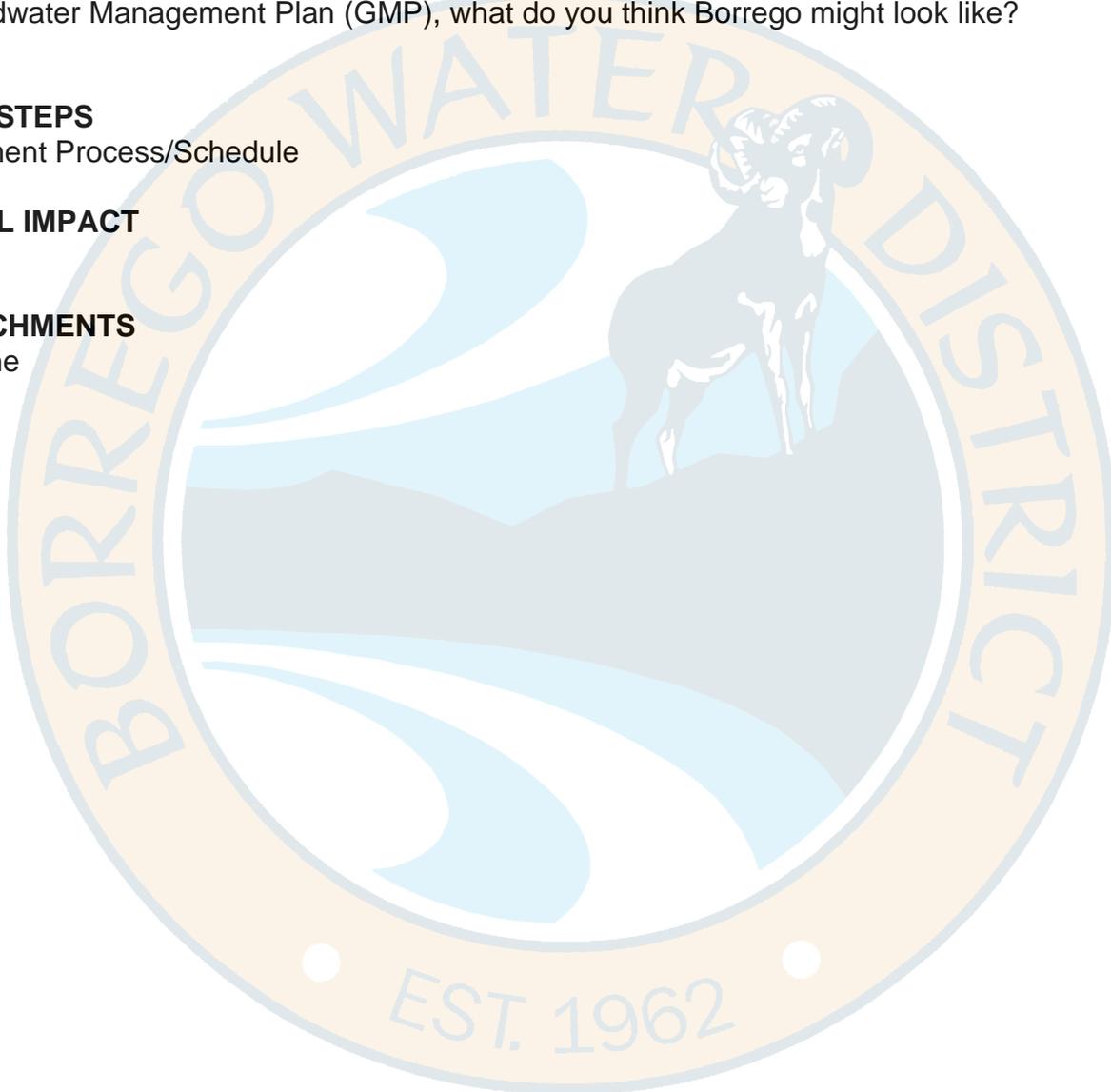
Implement Process/Schedule

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

1. None



BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
DECEMBER 13, 2022  
AGENDA ITEM II.C

December 5, 2022

TO: Board of Directors  
FROM: Geoffrey Poole, General Manager  
SUBJECT: Proposition 68 Final Grant Agreement – S Anderson

**RECOMMENDED ACTION:**

Review Agreement, Approve and Authorize Staff to Execute

**ITEM EXPLANATION:**

Attached is the DWR-approved BWD Agreement for Proposition 68 Grant activities. This version is fundamentally the same as what was presented to the Board in November. Legal Counsel will review any clarifications/changes and answer any questions.

**NEXT STEPS**

Execute Agreement

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

1. Final DWR/BWD Agreement

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
BORREGO WATER DISTRICT  
AGREEMENT NUMBER 4600014652**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Borrego Water District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Implementation Project for the Borrego Springs Sub Basin (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Alternative to a GSP (Alternative). The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Alternative, or any components of the Alternative, implemented in accordance with the Work Plan as set forth in Exhibit A will obtain the necessary desirable results of Sustainable Management Criteria.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins the date of execution and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2025, and no funds may be requested after JUNE 30, 2025.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$6,115,833.
4. **GRANTEE COST SHARE.** Not applicable.
5. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
  - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines* (2021 Guidelines).
  - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g., submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
  - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
      - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
      - b. Documents that satisfy the CEQA process are received by the State,
      - c. The State has completed its CEQA compliance review as a Responsible Agency, and
      - d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 14, "Project Monitoring Plan Requirements."

6. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
7. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after DECEMBER 17, 2021, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or Spending Plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but

are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g., submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Christopher Martinez at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Christopher Martinez; christopher.martinez@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing

for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
  - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
  - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
  - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State’s Grant Manager, and shall be submitted via DWR’s “Grant Review and Tracking System” (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, “Report Formats and Requirements.” The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State’s requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State’s Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report and associated quarterly invoice should be submitted to the State no later than NOVEMBER 30, 2022, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.
  - B. Groundwater Sustainability Plan: Not applicable to this Agreement.
  - C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, “Work Plan”. The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion or before the work completion date in Paragraph 2, whichever is earliest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned

progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibit F, "Report Formats and Requirements". Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State. The Grantee must submit the draft Grant Completion Report 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 listed in Paragraph 2. The Grantee must obtain the DWR Grant Manager's approval of the report within 30 days after the work completion date.
- E. Post Performance Reports (PPRs): The Grantee shall submit PPRs to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received 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.
- G. Environmental Information Form (EIF): Prepare and submit the 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.
13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."
14. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program

has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.

15. STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, "Requirements for Data Submittal" for web links and information regarding other State monitoring and data reporting requirements.
16. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
  - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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](mailto: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](mailto:geoff@borregowd.com)

Direct all inquiries to the Grant Manager:

Department of Water Resources  
Christopher Martinez  
Engineering Geologist  
Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-001  
Phone: (916) 902-7015  
Email: [christopher.martinez@water.ca.gov](mailto:christopher.martinez@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](mailto: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

\_\_\_\_\_  
Arthur Hinojosa  
Manager, Division of Regional Assistance

\_\_\_\_\_  
Geoff Poole  
General Manager

Date\_\_\_\_\_

Date\_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Robin Brewer  
Assistant General Counsel,  
Office of the General Counsel

Date\_\_\_\_\_

## **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. Three clusters of two monitoring wells, six total, 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. Each of the 3 proposed monitoring well clusters will consist of a deeper (~100 foot) and shallower (~40 foot) monitoring well pair spaced approximately 15 feet apart. 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 six (6) 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 DWR's Public Affairs Office (PAO) to add to DWR's 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 following.

**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: Surface Water Flow Monitoring**

Implement a surface water monitoring program to collect data that can be used in the Borrego Valley Hydrologic Model (BVHM) to assess Basin recharge and the Sustainable Yield. Perform the surface-water discharge monitoring on Coyote Creek, as described in the GMP, and expand the surface-water discharge station, as described in Task 4.

**Deliverables:**

- Surface Water Flow Data delivered to CEDEN

**Task 10: 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 11: 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 12: 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 13: 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 14: 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 Board Meetings, TAC Meetings, Interested Party Workshops and Open Houses, and maintain website. Conduct a minimum of 3 Board Meetings, 3 TAC Meetings, 2 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**

<b>Components</b>	<b>Grant Amount</b>
Component 1: Grant Administration	\$250,000
Component 2: Advanced Meter Infrastructure	\$1,300,000
Component 3: Wastewater Treatment Plant Monitoring Wells	\$206,500
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
<b>Total:</b>	<b>\$6,115,833</b>

**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

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

**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	\$1,145,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$30,000
<b>Total:</b>	<b>\$1,300,000</b>

**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	\$141,000
(d) Monitoring / Assessment	\$33,500
(e) Engagement / Outreach	\$3,000
<b>Total:</b>	<b>\$206,500</b>

**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

<b>Budget Categories</b>	<b>Grant Amount</b>
(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
<b>Total:</b>	<b>\$384,000</b>

**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

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

**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

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

**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

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Component Administration	\$137,000
(b) Environmental / Engineering / Design	\$50,000
(c) Implementation / Construction	\$379,000
(d) Monitoring / Assessment	\$1,167,250
(e) Engagement / Outreach	\$250,000
<b>Total:</b>	<b>\$1,983,250</b>

**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

<b>Budget Categories</b>	<b>Grant Amount</b>
(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
<b>Total:</b>	<b>\$1,036,741</b>

**Exhibit C**  
**SCHEDULE**

**Grant Title: Implementation Project for the Borrego Springs Subbasin**

Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
<b>Component 1: Grant Agreement Administration</b>		
(a) Grant Agreement Administration	1/1/2022	3/31/2025
<b>Component 2: Advanced Meter Infrastructure</b>		
(a) Grant Agreement Administration	1/1/2022	12/31/2024
(b) Environmental / Engineering / Design	7/30/2022	3/29/2023
(c) Implementation / Construction	3/30/2023	3/30/2025
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A
<b>Component 3: Wastewater Treatment Plant Monitoring Well</b>		
(a) Grant Agreement Administration	1/1/2022	6/1/2023
(b) Environmental / Engineering / Design	1/1/2022	10/30/2022
(c) Implementation / Construction	11/1/2022	11/1/2024
(d) Monitoring / Assessment	12/1/2024	12/01/2025
(e) Education / Outreach	N/A	N/A
<b>Component 4: Education Project</b>		
(a) Grant Agreement Administration	7/1/2022	3/31/2025
(b) Environmental / Engineering / Design	7/30/2022	12/31/2022
(c) Implementation / Construction	1/1/2023	6/30/2024
(d) Monitoring / Assessment	7/1/2025	12/1/2025
(e) Education / Outreach	7/30/2022	6/30/2024
<b>Component 5: Resiliency Strategy</b>		
(a) Grant Agreement Administration	4/1/2022	6/30/2024
(b) Environmental / Engineering / Design	7/30/2022	7/30/2023
(c) Implementation / Construction	8/1/2023	6/30/2025
(d) Monitoring / Assessment	7/30/2025	12/1/2025
(e) Education / Outreach	7/30/2022	6/30/2025

<b>Component 6: Biological Restoration of Fallowed Lands</b>		
(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
<b>Component 7: Monitoring, Reporting, and GMP Update</b>		
(a) Grant Agreement Administration	1/1/2022	3/31/2025
(b) Environmental / Engineering / Design	8/1/2022	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
<b>Component 8: GDE Identification, Assessment, &amp; Monitoring</b>		
(a) Grant Agreement Administration	1/1/2022	03/31/2025
(b) Environmental / Engineering / Design	8/1/2022	12/1/2022
(c) Implementation / Construction	12/1/2022	2/1/2024
(d) Monitoring / Assessment	2/1/2024	3/31/2025
(e) Education / Outreach	8/1/2022	3/31/2025

**NOTES:**

<sup>1</sup>Exhibit 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/](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](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.

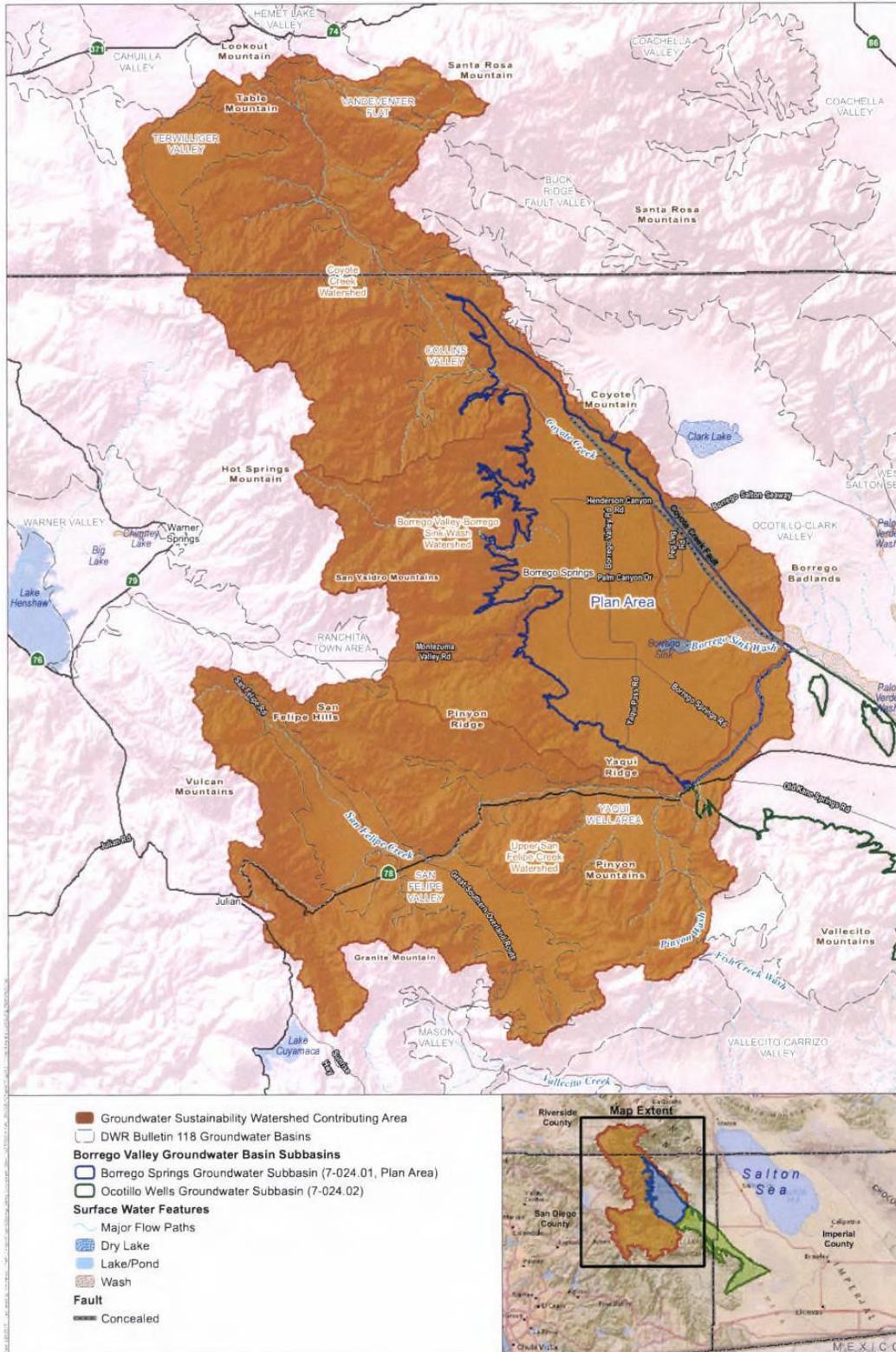
Personnel:

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



DATUM: NAD 1983 DATA SOURCE: DWR 2015, SanGIS 2014, USGS NHD 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

**Certificate Of Completion**

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FormID:	
Source Envelope:	
Document Pages: 62	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Marisol Chavez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	715 P Street
	Sacramento, CA 95814
	Marisol.Chavez@water.ca.gov
	IP Address: 136.200.53.20

**Record Tracking**

Status: Original	Holder: Marisol Chavez	Location: DocuSign
12/6/2022 12:50:06 PM	Marisol.Chavez@water.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Water Resources	Location: DocuSign

**Signer Events**

Signature	Timestamp
Carmel Brown	Sent: 12/6/2022 12:57:26 PM
Carmel.Brown@water.ca.gov	Viewed: 12/7/2022 10:29:51 AM
Financial Assistance Branch Manager/Program Manager	Signed: 12/7/2022 10:30:02 AM
Department of Water Resources	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Geoff Poole	Sent: 12/7/2022 10:30:05 AM
geoff@borregowd.org	Viewed: 12/7/2022 1:44:21 PM
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
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ID: 4abdfc0c-9281-4bd5-bf39-2b4c05b77da2

Robin Brewer  
Robin.Brewer@water.ca.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Arthur Hinojosa  
Arthur.Hinojosa@water.ca.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/13/2019 12:04:01 PM  
ID: 06486c94-6b1f-485f-a887-d0624ad04d23

**In Person Signer Events**      **Signature**      **Timestamp**

**Editor Delivery Events**      **Status**      **Timestamp**

**Agent Delivery Events**      **Status**      **Timestamp**

<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Christopher Martinez

Christopher.Martinez@water.ca.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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Envelope Sent

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12/6/2022 12:57:27 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Department of Water Resources:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

### **To advise Department of Water Resources of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### **To request paper copies from Department of Water Resources**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Department of Water Resources**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
DECEMBER 13, 2022  
AGENDA ITEM II.D

December 5, 2022

TO: Board of Directors  
FROM: Geoffrey Poole, General Manager  
SUBJECT: Proposition 68 Sub Grantee Agreements – S Anderson

**RECOMMENDED ACTION:**

Review Agreements, Approve (non substantive changes included, if needed) and Authorize Staff to Distribute and Execute

**ITEM EXPLANATION:**

A series of Sub Grantee Agreements are needed with each Project Applicant – UCI, BS School District, Watermaster and Borego Valley Stewardship Council. Each Applicant is responsible to follow all of the DWR rules and requirements as specified in the DWR/BWD Agreement (previous agenda item). The attached versions are fundamentally the same as what was presented to the BWD Board in November. Legal Counsel will review the changes and answer any questions. BWD has received verbal approval of the SGA from the Watermaster and UCI and execution is expected as soon as all of the blanks in the DWR Agreement can be filled in (after execution of DWR-BWD).

Staff will send the specific Agreements to each Applicant following approval. Staff is also requesting the latitude to proceed with execution if non substantive changes are needed in any SGA. IF substantive changes to any of the SGAs are justified, Staff will consider and return to the BWD Board with recommendation for approval. If any changes are made, the Final Draft of the document will be presented to the Board and disclosed to the public.

**NEXT STEPS**

Distribute Agreement to Applicants

**FISCAL IMPACT**

TBD

**ATTACHMENTS**

1. Final Sub Grantee Agreements

**AGREEMENT**  
**for the**  
**SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM**  
**BETWEEN**  
**BORREGO WATER DISTRICT**  
**AND**  
**BORREGO SPRINGS UNIFIED SCHOOL DISTRICT**  
**PROJECT NOS. [INSERT PROJECT ##]**

This Agreement between the Borrego Water District, a California Water District (“District”), and Borrego Springs Unified School District (“Local Project Sponsor”) sets forth the understanding of the District and the Local Project Sponsor (collectively, “Parties”) for distribution of a grant award from the State of California Department of Water Resources (“DWR” or “State”).

**RECITALS**

1. In 2018, California voters approved Proposition 68, the Groundwater Treatment and Remediate Grant Program, which administered \$75 million from Chapter 11.1 for grants for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water.

2. In 2020, Proposition 68 was amended to add section 80146 to the Public Resources Code, authorizing the Legislature to appropriate General Obligation Bond funds for competitive grants for projects that address drought and groundwater investments to achieve regional sustainability; for investments in groundwater recharge with surface water, stormwater, recycled water, and other conjunctive use projects; and projects to prevent or clean up contamination of groundwater that serves as source of drinking water.

3. The California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) appropriates funds to the Department of Water Resources for grant awards, directed to projects that benefit critically overdrafted, medium priority, and high priority groundwater basins.

4. DWR is administering the Sustainable Groundwater Management (SGM) Grant Program Sustainable Groundwater Management Act (SGMA) Implementation using funds authorized by Proposition 68 and the California Budget Act of 2021 for projects that encourage sustainable management of groundwater resources that support SGMA and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects.

5. On [INSERT DATE], the District entered into a \$6,115,833 million dollar grant agreement with DWR for Proposition 68 funding awarded to the District (“Grant Agreement”), incorporated by reference and attached as **Exhibit A**. The Grant Agreement is effective as of [INSERT DATE]. The grant will assist in financing Project associated with the SGM Grant Program on a reimbursable basis.

6. The District now wishes to enter into this agreement to assist in reimbursing the Local Project Sponsor for its project, up to the amount set forth in the Grant Agreement for the

specified project, with funds provided on a reimbursement basis to the District by DWR for SGM Grant Program implementation.

7. The work performed under this agreement by Local Project Sponsor is a valuable service to the District. The grant funds provided by DWR and the District to Local Project Sponsor are valuable consideration for the services provided.

## **TERMS AND CONDITIONS**

The Recitals are incorporated herein, and the Parties do agree as follows:

### **1. Definitions:**

The following words and terms, unless otherwise defined, shall mean:

(a) Local Project Sponsor: Borrego Springs Unified School District, the proponent of two Project that will be funded as part of the Sustainable Groundwater Management (“SGM”) grant from the State.

(b) Grant Agreement: Grant Agreement No. 4600014652 between the District and the DWR, dated [INSERT DATE], for the disbursement of \$6,115,833 million dollars in grant funds.

(c) Project: Component 8: Groundwater Dependent Ecosystem Identification, Assessment, and Monitoring (“Project”), which is a project component described in the Grant Agreement, which is under the responsibility of the Local Project Sponsor signing this Agreement with the District. The Work Plan for the Project is provided in attached **Exhibit B**.

**2. Term of Agreement:** The term of this Agreement shall begin on the date of execution of this agreement. The term of this Agreement shall end no later than the termination date of the Grant Agreement, when all Parties’ obligations under this Agreement have been fully satisfied, or when the when the Agreement is terminated pursuant to the terms provided in this Agreement.

### **3. Budget Contingency:**

(a) The District and the Local Project Sponsor shall have no obligation to perform under this Agreement if DWR does not provide funding through the Grant Agreement. Local Project Sponsor acknowledges that if funding for any fiscal year is reduced or eliminated by the DWR, the DWR at its option may either (1) cancel the Grant Agreement with no liability occurring to DWR or the District, or (2) amend the Grant Agreement to reflect the reduced amount of funding. If DWR amends the Grant Agreement, the District will offer to amend or terminate this Agreement to reflect the reduced funding by DWR. The Local Project Sponsor agrees to timely complete its Project and will be eligible for reimbursement only to the extent so allowed by DWR.

(b) If grant funding is eliminated by DWR, the District shall have no obligation to continue to sponsor the Project and this Agreement shall be of no force and effect. In this event, Local Project Sponsor shall not be obligated to perform under the Agreement.

(c) The District shall not have an obligation to perform under this Agreement until the District and DWR have each executed the Grant Agreement. The Local Sponsor shall not receive advanced payments from the District for the Project, regardless of whether DWR has allotted the grant to the District.

**4. Schedule:** The Local Sponsor shall complete its work for the Project within the schedule set forth in the Grant Agreement, as also reflected in **Exhibit C**. If the Local Sponsor does not complete the work according to the schedule, DWR shall have the authority to reduce the grant according to the Local Sponsor's delay.

**5. Grant Amount:** The maximum amount payable by the District for this Project shall not exceed the following amounts:

(i) Component 4: Education Project - \$384,000.00

The District is not liable for reimbursement of any funds expended by the Local Project Sponsor beyond the grant amount stated above, nor for any costs expended by Local Project Sponsor outside the timeframes and other requirements of the Grant Agreement.

**6. Project Costs:** The reasonable total cost of each of the tasks for the Project to be reimbursed to Local Project Sponsor through this Agreement are described in the Grant Agreement and also summarized in **Exhibit D**, Budget Table. The Project Costs may be amended by the Local Project Sponsor provided that the District gives reasonable approval and DWR gives final approval to such proposed amendments.

**7. Eligible Costs:**

(a) Eligible costs are only those described in the Grant Agreement. In general terms, these costs include the reasonable and necessary costs of engineering, design, legal, land and easement acquisition, preparation of environmental documentation, environmental mitigation, and project implementation. Only work performed after August 1, 2022, shall be eligible for reimbursement. Costs incurred after December 1, 2025, and before August 1, 2022 are not eligible for reimbursement. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the Project.

(b) Costs that are not reimbursable are described in the Grant Agreement and include, but are not limited to, the following:

- Costs incurred before August 1, 2022.
- Costs for preparing and filing a grant application and/or Spending Plan.
- Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.

- Operation and maintenance costs, including post construction performance and monitoring costs.
- Purchase of equipment not an integral part of a project.
- Establishing a reserve fund.
- Purchase of water supplies.
- Replacement of existing funding sources for ongoing programs.
- Travel and per diem costs, except for mileage.
- Support of existing agency requirements and mandates.
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- Meals, food items, or refreshments.
- Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- Overhead and indirect costs: “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee’s organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

**8. Local Project Sponsor Responsibilities:**

(a) The Local Project Sponsor must comply with this agreement in its entirety as well as all applicable terms of the Grant Agreement, including the obligation to maintain its Project for the period set forward in the Grant Agreement. If the Local Project Sponsor does not meet this obligation, DWR, at its sole discretion, may either reduce funding or withhold funding pursuant to Section 9 of the Grant Agreement. After following the provisions of Paragraph 18, the District may seek all available remedies.

(b) The Local Project Sponsor warrants that the Project meets all the requirements set forth in the 2021 SGM Grant Program SGMA Implementation Guidelines (pp. 7 through 13) (“2021 Guidelines”) and 2021 SGM Grant Program SGMA Implementation Proposal Solicitation Package.

(c) The Local Project Sponsor must submit any and all invoices, reports and other documents (collectively, “Project documentation”) associated with the Project as required by the Grant Agreement. In particular, such Project documentation shall be provided to the District no later than forty-five (45) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by Paragraph 12, “Submission of Reports” and Exhibit A, “Work Plan” of the Grant Agreement detailed in Exhibit A. The District shall not be obligated to disburse any reimbursement funds it receives from DWR until all Project documents cited in this paragraph are given to the District, DWR gives final approval to them, and DWR actually provides the reimbursement amounts to the District. If the Local Project Sponsor does not deliver these Project documents on time, the payments to the Local Project Sponsor may be delayed or not honored pursuant to Section 9 of the Grant Agreement. If the Local Project Sponsor does not timely submit this Project documentation, the District may elect to pursue the remedies found in Paragraph 18.

(d) Local Project Sponsor shall comply with all public bidding and other requirements of the Grant Agreement (e.g., Exhibit D, para. D.11.). Local Project Sponsor shall be responsible for resolving all disputes arising out of its contracts for work including, but not limited to, bid disputes and payment disputes with its contractors and consultants or other entities. Neither DWR, the State of California, nor the District will mediate disputes between Local Project Sponsor and any other entity regarding performance of work.

(e) Local Project Sponsor shall be responsible for oversight and compliance of the Project. Local Project Sponsor or its representatives shall perform regular inspections of work in progress. Local Project Sponsor must submit a timely bi-weekly reports of its oversight, compliance, and inspections to the District. If the Local Project Sponsor does not submit these reports or fails to do so in a timely manner, the District may elect to pursue the remedies found in Paragraph 18.

(f) Subject to section 8(a), above, Local Project Sponsor is solely responsible for implementation of the Project. Any review or approval of plans, specifications, bid documents, or other documents by the District is solely for the purpose of proper administration of grant funds and shall not relieve or limit responsibilities of Local Project Sponsor with regard to its contractual obligations.

(g) The Local Project Sponsor shall maintain and operate the facility and structures constructed or improved as part of the project throughout the useful life of the project, consistent with the purposes for which this grant was made. The Local Project Sponsor assumes all operations and maintenance costs of the facilities and structures. Neither the District nor DWR shall be liable for any cost of such maintenance, management, or operation during any point of the Project’s life. Operation costs include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. Maintenance costs include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic

structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

**9. Independent Capacity:** In the performance of this Agreement, Local Project Sponsor, its officers, agents, contractors, volunteers, and employees shall act in an independent capacity and not as officers, employees, or agents of the District.

**10. Compliance with Terms:** Local Project Sponsor shall comply with all terms, and conditions of the Grant Agreement attached as **Exhibit A**. If the Local Project Sponsor does not timely comply with these terms, the Local Project Sponsor may be in danger of not receiving reimbursement from the DWR grant, at DWR's sole discretion. If the Local Project Sponsor does not comply with these terms, the District may also elect to pursue the remedies found in Paragraph 18. In case of inconsistency between the terms of this Agreement and the Grant Agreement, the Grant Agreement terms shall control.

**11. Acknowledgement of Sponsorship:** Local Project Sponsor shall include appropriate acknowledgement to the District, DWR, and all cost-sharing partners for their support when promoting the SGM Grant Program or associated grant funded Project, or using any data and/or information developed under this Agreement. During implementation of the Project, Local Project Sponsor shall, if applicable, install a sign at a prominent location which shall include a statement that the Project has received funds from the District. Local Project Sponsor shall notify the District as each sign has been erected by providing it with a site map with the sign location noted and a photograph of each sign. Local Project Sponsor also shall include appropriate acknowledgement in its public outreach information, including, if applicable, its Project website.

**12. Requirements for Disbursement:**

(a) By **[INSERT DATE]**, Local Project Sponsor shall meet all conditions precedent to the disbursement of funds as listed below and in the Grant Agreement. Local Project Sponsor may be in danger of not receiving all grant funds given from DWR at DWR's sole discretion if they fail to comply by this date. For disbursements of funds for each Project, Local Project Sponsor shall continue to meet the conditions for disbursement, paragraph 14, Disbursement by DWR and Payment by the District. If Local Project Sponsor fails to do so, the District may elect to pursue the remedies found in Paragraph 18. Local Project Sponsor acknowledges that the State hold the primary responsibility for determining whether Project, and their individual components, meet Grant requirements and are eligible for reimbursement.

i. Local Project Sponsor shall ensure the availability of sufficient funds/cash flow/liquidity to complete its Project identified in this Agreement (Exhibit B).

ii. Local Project Sponsor shall comply with all applicable requirements of the California Environmental Quality Act ("CEQA"), including preparing draft CEQA compliance documents for review and approval by the District and DWR, to the extent the Local Project Sponsor is not a public agency. Any Local Project Sponsor that is a public agency shall complete its own CEQA compliance as lead agency. With the assistance of the Local Project Sponsor, including the submission of draft CEQA compliance documents to the District, the District shall also conduct CEQA compliance, whether as lead agency or responsible agency,

depending upon the circumstances. Costs associated with the District's CEQA compliance shall be reimbursed to the District either by way of the grant, if available, or the Local Project Sponsor. Before construction or implementation begins on a project, Local Project Sponsor shall submit to the District copies of environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, and environmental permits that are required. Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received and approved (if legally required as a responsible agency or otherwise) by the District and the State. Alternatively, the Local Project Sponsor shall notify the District if they believe their activities qualify for a CEQA exemption. If CEQA compliance by the Local Project Sponsor has been completed at the time this Agreement is executed, once the District 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 DWR decide to not provide reimbursement for the Project due to failure to comply with CEQA or otherwise, this Agreement will be terminated. Any work subject to CEQA that proceeds prior to the State's and District's review and approval process being completed, will not be reimbursed and the amount will be reduced from the award amount. The Local Project Sponsor must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation. The Local Project Sponsor's CEQA and NEPA compliance is also subject to DWR's review and approval process pursuant to Section 5(C) of the Grant Agreement. The Local Project Sponsor may not commence the Project until the District gives reasonable approval and DWR gives final approval of these documents.

iii. For the term of the Agreement, Local Project Sponsor shall submit timely periodic progress reports as required by Grant Agreement, Paragraph 21, Submission of Reports. If the Local Project Sponsor does not turn in these reports or fails to do so in a timely manner, the Local Project Sponsor may be in danger of not receiving reimbursement funds, at DWR's sole discretion. If the Local Project Sponsor does not comply with these terms, the District may also elect to pursue the remedies found in Paragraph 18.

(b) Before disbursement of funds by DWR or the District, Local Project Sponsor shall submit to the District, a written statement that all necessary permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies as specified in paragraph 26, Permits, Licenses, Approvals, and Compliance with Laws, have been obtained.

**13. Quarterly Invoices:** Consistent with Section 12 of the Grant Agreement, Local Project Sponsor shall timely submit invoices with their Quarterly Reports to the District, which shall in turn send the invoices to DWR. If the Local Project Sponsor fails to timely submit its invoices, the District and DWR, at their sole discretion, may reduce funding, withhold funding, or terminate this Agreement in its entirety. Invoices shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements" of the Grant Agreement and include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a Project during the period identified in the particular invoice for the implementation of a Project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".
  - v. Original signature and date (in ink) of the Local Project Sponsor's representative.

Local Project Sponsor must submit the original and three (3) copies of the invoice to the following address:

Geoff Poole  
Borrego Water District  
806 Palm Canyon Drive  
Borrego Springs, CA 92004

With a copy also sent by email to: [Geoff@borregowd.org](mailto:Geoff@borregowd.org)

Failure to use the mailing address exactly as provided in this paragraph may result in return of the invoice to Local Project Sponsor.

**14. Disbursement by State and Payment by the District:** Following the receipt of grant funds reimbursement checks from DWR, the District will disburse to the Local Project Sponsor the approved amounts for each of its Project subject to the availability of funds through normal DWR processes as described in the Grant Agreement Section 6. The District shall forward the appropriate amount of reimbursed funds to the Local Project Sponsor. All money disbursed

by DWR under the Grant Agreement and all interest earned by the District shall be used solely to pay eligible costs. Within thirty (30) days of receipt of funds from DWR, the District shall disburse the funds to the Local Project Sponsor. Neither the District nor the DWR will provide advanced payments to the Local Project Sponsor, except as specifically agreed to in writing by formal action of the District Board of Directors or DWR.

**15. Method of Payment:** Consistent with Section 8 of the Grant Agreement, DWR will disburse the whole or portions of funding to District for the benefit of the Local Project Sponsor, following receipt from the District and, as applicable, Local Project Sponsor via US mail or Express mail delivery of a “wet signature” invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required. Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). DWR will notify the District and the Local Project Sponsor, in a timely manner, whenever, upon review of an Invoice, DWR determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to DWR. The Local Project Sponsor may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to District and DWR to cure such deficiency(ies). If the Local Project Sponsor fails to submit adequate documentation curing the deficiency(ies), District and/or DWR will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Local Project Sponsor shall include the following information:

1. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Local Project Sponsor must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Grant Agreement, Exhibit D, “Project Costs”. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

ii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the DWR's funding amount, as depicted in Paragraph 5, "Grant Amount".

Original signature and date (in ink) of the Local Project Sponsor's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Christopher Martinez at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Geoff Poole at geoff@borregowd.com. The District shall be cc'd on all invoices submitted by Local Project Sponsor to the State.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein and in the Grant Agreement. The Local Project Sponsor shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Local Project Sponsor is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds. Additionally, DWR may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

#### **16. Accounting and Deposit of Grant Disbursement:**

(a) Separate Accounting of Grant Disbursement and Interest Records: Local Project Sponsor shall:

i. Account for the money and in-kind services disbursed pursuant to this Agreement separately from all other funds.

ii. Maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices.

iii. Keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of funds.

iv. Require its contractors, consultants, and subcontractors, or others employed in the work 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 District or DWR at all reasonable times.

(b) Fiscal Management Systems and Accounting Standards: Local Project Sponsor's fiscal control and accounting procedures will be sufficient to permit tracing of grant

funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law, this Agreement or the Grant Agreement.

(c) **Remittance of Unexpended Funds:** Within forty-five (45) calendar days of the final disbursement from the District, Local Project Sponsor shall remit to the District any unexpended funds that were disbursed to Local Project Sponsor and were not needed to pay Eligible Project Costs.

**17. Continuing Eligibility:** The Local Project Sponsor must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive funds:

- a) The Local Project Sponsor must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
- b) Local Project Sponsor must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
- c) If the Local Project Sponsor diverting surface water, the Local Project Sponsor must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
- d) If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).

If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.

**18. Default Provisions:**

(a) Local Project Sponsor will be in default under this Agreement if any of the following occur:

- i. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the Local Project Sponsor and the District evidencing or securing the Local Project Sponsor's obligations;
- ii. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement;
- iii. Failure to operate or maintain the Project in accordance with this Agreement.
- iv. Failure to make any remittance required by this Agreement, including any remittance recommended as the result of an audit.
- v. Failure to submit quarterly progress reports.

- vi. Failure to routinely invoice the District.
- vii. Failure to meet any of the requirements set forth in “Continuing Eligibility.”

Should an event of default occur, the District shall provide a notice of default to the Local Project Sponsor and shall give the Local Project Sponsor at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Local Project Sponsor. If the Local Project Sponsor fails to cure the default within the time prescribed by the District, the District may do any of the following:

- i. Declare the funding be immediately repaid.
- ii. Terminate any obligation to make future payments to the Local Project Sponsor.
- iii. Terminate the Local Project Sponsor.
- iv. Take any other action that it deems necessary to protect its interests.

In the event the District finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Local Project Sponsor agrees to pay all costs incurred by the District including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

**19. Disputes:**

(a) If the District disputes an invoice submitted by Local Project Sponsor, the District may withhold payment in good faith until the dispute is resolved or a corrected invoice is submitted.

(b) Any claim by Local Project Sponsor regarding the performance of this Agreement shall be submitted to the District Project Manager within thirty (30) calendar days of Local Project Sponsor’s knowledge of the claim. The Local Project Sponsor and the District shall then attempt to promptly negotiate a resolution of such claim.

**20. Submission of Reports:** All reports shall be submitted to the District’s Project Manager [OR INSERT APPLICABLE PERSONNEL]. The submittal and approval of all reports is a requirement for the successful completion of this Agreement. Reports shall be submitted in both electronic and hard copy forms, shall meet generally accepted professional standards for technical reporting, and shall be proofread for content and accuracy before submission. Local Project Sponsor shall promptly provide any additional information requested by the District for approval of reports. Reports shall be presented in the formats described in Exhibit F of the Grant Agreement. The submittal and approval of reports is a requirement for initial and continued disbursement of State funds. Submittal of a Project Completion Report for each project listed in Exhibit A is a requirement for the release of any retention.

(a) Quarterly Reports: The Local Project Sponsor shall submit Quarterly Progress Reports to meet the District’s requirement for disbursement of funds. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Local Project Sponsor activities, milestones achieved, any accomplishments and any problems encountered in the

performance of the work under this Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the District no later than November 20, 2022 with future reports then due on successive three-month increments based on the invoicing schedule and this date.

(b) **Component Completion Report(s):** The Local Project Sponsor shall prepare and submit to the District a separate Component Completion Report for each component included in Exhibit B, "Work Plan". The Local Project Sponsor shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate).

(c) **Grant Completion Report:** Upon completion of the Project included in Exhibit B, "Work Plan" the Local Project Sponsor shall submit to the District a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Agreement, as outlined in Exhibit F, "Report Formats and Requirements" of the Grant Agreement. Retention for the last project to be completed as part of this Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the District.

(d) **Post Performance Reports:** Local Project Sponsor shall submit a Post-Performance Report to the District within 60 calendar days after the first year following the completion of the Project has elapsed. In subsequent years, all Post Performance Reports shall be submitted, no later than May 1 of each year. This record-keeping and reporting process shall be repeated for each project annually for a total of 3 years after the Project is completed.

**21. Audits:** The District reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the Grant Agreement Program, with the costs of such audit to be borne by the Local Project Sponsor. After completion of the Program, the District may either conduct a final audit at the Local Project Sponsor's expense, require that Local Project Sponsor complete a final audit, or require a copy of the Local Project Sponsor's general annual audits as they pertain to the Project. The audit will be conducted with a report prepared by an independent Certified Public Accountant.

**22. Inspection of Books, Records and Reports:** During regular business hours, the District and its authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Agreement. Local Project Sponsor shall maintain and make available at all times for such inspection, accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by Local Project Sponsor to comply with this provision shall be considered a breach of this Agreement, and the District may withhold disbursements to Local Project Sponsor, terminate this Agreement, or take any action or enforce any remedy to protect its interests.

**23. Rights in Data:** Local Project Sponsor 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 Agreement shall be in the public domain. Local Project Sponsor may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to State for financial support. Local Project Sponsor shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

**24. Monitoring Requirements:**

(a) Project Monitoring Requirements: As required in Exhibit B, "Work Plan", a Monitoring Plan shall be submitted to the District prior to disbursement of funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit E, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.

(b) Statewide Monitoring Requirements: The Local Project Sponsor shall ensure that all groundwater Project and Project that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that Project that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

**25. Permits, Licenses, Approvals, and Compliance with Laws:** Local Project Sponsor shall ensure all permits, licenses, and approvals required for performing their obligations under this Agreement are obtained, and shall comply with all applicable federal, state, and local laws, rules, and regulations, guidelines, including 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 and requirements for each project described in Exhibit A.

**26. Drug-Free Workplace Requirements:** Local Project Sponsor, its contractors and subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and will provide a drug-free workplace.

**27. Prevailing Wages :** Local Project Sponsor shall comply with provisions of the California Labor Code (Section 1720 et seq.) regarding payment of prevailing wages for public works Project.

**28. Notification of the District:** For each project, Local Project Sponsor shall promptly notify the District in writing of the following occurrences:

a. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. Local Project Sponsor agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the District and District has given written approval of such change.

b. Any public or media event publicizing the accomplishments or results of this Agreement that provide the opportunity for the District representatives to attend and participate. Local Project Sponsor shall notify the District at least sixteen (16) calendar days before the event.

c. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Local Project Sponsor agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Local Project Sponsor agrees to implement appropriate actions as directed by the State.

e. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.

f. For implementation/construction Project, final inspection of the completed work on a project by a Registered Civil Engineer. The Local Project Sponsor shall notify the District's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the District the opportunity to participate in the inspection.

g. Completion of work on the Project.

**29. Disposition of Equipment:** Not less than forty-five (45) days before submission of its final invoice, Local Project Sponsor shall provide to the District a final inventory of equipment purchased with grant funds provided by State. Local Project Sponsor shall consult with the District on the scope of the inventory not less than seventy-five (75) days before the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within sixty (60) days of receipt of the inventory, Local Project Sponsor will provide District with a list of the items on the inventory to which Local Project Sponsor will take title. All other items shall become the property of Local Project Sponsor. District or State will arrange for delivery from Local Project Sponsor of items to which it takes title.

**30. Operation and Maintenance of Project:**

(a) For the useful life of the Project and in consideration of the Grant made by DWR, Local Project Sponsor shall ensure the commencement and continued operation of the Project, and shall ensure the Project are operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary for the efficient operation of the same are provided: and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. All operations and maintenance costs of the facilities and structures shall be the responsibility of Local Project Sponsor for its project(s) for the entirety of the project's life. DWR or District shall not be liable for any cost of maintenance, management, or operation of the project for the project's entire life.

(b) For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for

capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Local Project Sponsor to ensure operation and maintenance of the Project in accordance with this provision may, at the option of the District, be considered a breach of this Agreement and may be treated as default under paragraph 18.

**31. Retention of Records:** Local Project Sponsor shall retain all records that are relevant to this Agreement for a period of 3 years after submission of the Post-Performance Report.

**32. Project Managers:** Any party may change its Project Manager upon written notice to the other parties.

(a) The District's Project Manager shall be Geoff Poole, General Manager. The District's Project Manager shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of the District, including authority to execute all payment requests.

(b) Local Project Sponsor's Project Manager, [INSERT NAME], [INSERT TITLE], shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of Local Project Sponsor, including authority to execute all payment requests.

**34. Notices:** All notice, demand, request, consent, or approval that any party desires or is requested to give to one or more of the other parties shall be in writing. Notices may be sent by mail, courier, electronic mail or any other means of delivery. Notices delivered by mail shall be deemed delivered 2 days after deposit in the mail, by next-day courier shall be deemed delivered 1 day after deposit with the courier, and by electronic means shall be deemed delivered upon electronic delivery if within regular business hours of the recipient party. Any party may, by written notice to the others, designate a different address that shall be substituted for the one below.

Borrego Water District  
Attn: Geoff Poole  
806 Palm Canyon Drive  
Borrego Springs, CA 92004

Borrego Springs Unified School District  
2281 Diegueno Road  
Borrego Springs, CA 92004  
Attention: [INSERT NAME]

[copy to]

[INSERT NAME]  
[INSERT ADDRESS]

**35. Amendment:** All amendments or modification of this Agreement shall be in writing and signed by the Parties. No oral understanding or agreement not incorporated in the Agreement is binding on the parties.

**36. Severability of Unenforceable Provision:** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

**37. Indemnity — Hold Harmless:**

(a) To the fullest extent permitted by law, the Local Project Sponsor shall (1) immediately defend, and (2) indemnify the District, and DWR and their directors, officers, and employees (collectively “Indemnified Parties”) from and against all liabilities regardless of nature or type arising out of or resulting from Local Project Sponsor’s performance of services under this contract, or any negligent or wrongful act or omission of the Local Project Sponsor or Local Project Sponsor’s officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. The Local Project Sponsor’s obligation to indemnify applies unless it is adjudicated that its liability was caused by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, the Local Project Sponsor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) The duty to defend is a separate and distinct obligation from the Local Project Sponsor’s duty to indemnify. The Local Project Sponsor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings arising out of or resulting from Local Project Sponsor’s performance of services under this contract, or any negligent or wrongful act or omission of the Local Project Sponsor or Local Project Sponsor’s officers, employees, agents, or subcontractors, with counsel approved by the District and DWR, the Indemnified Parties, immediately upon tender to the Local Project Sponsor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established, unless caused by the negligence or willful misconduct of an Indemnified Party or any third-party not under the control or supervision of the Local Project Sponsor. Local Project Sponsor shall have no duty to defend the Indemnified Parties if the claim is related to an allegation or determination of comparative negligence or willful misconduct by an Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals.

(c) The review, acceptance or approval of the Local Project Sponsor’s work or work product by any Indemnified Party shall not affect, relieve or reduce the Local Project Sponsor’s indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

**38. Insurance:**

(a) The Local Project Sponsor shall procure and maintain during the period of performance of this Agreement, insurance from insurance companies admitted to do business in the State of California, as set forth in this Section. These policies shall be primary insurance as to the District so that any other coverage held by the District shall not contribute to any loss under

the Local Project Sponsor's insurance. Coverage may be provided by a combination of primary and excess insurance policies, provided all insurers meet the requirements of this Section.

(b) All insurance shall cover occurrences during the coverage period.

(c) The coverage amount of each policy of insurance shall be as required by the Water Authority.

(1) The following insurance and limits are required for the contract:

Commercial General Liability: Coverage at least as broad as ISO form GC

00 01 10 01

Limit per occurrence: \$1,000,000

(d) The insurance policies shall be endorsed as follows:

(1) For the general commercial liability as well as excess or umbrella insurance covering risks within the scope of that type insurance, the District, its directors, officers, employees and agents are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured. The Local Project Sponsor's insurance applies separately to each insured, including insureds added pursuant to this paragraph, against whom claim is made or suit is brought except with respect to the policy limits of liability. The inclusion of any person or entity as an insured shall not affect any right which the person or entity would have as a claimant if not so included. Any failure of the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added pursuant to this paragraph. The additional insured endorsement shall provide coverage at least as broad as ISO form CG 20 10 10 93.

(2) The Local Project Sponsor's insurance shall be primary. Any other insurance or self-insurance available to the District or persons stated in paragraph (1) shall be in excess of and shall not contribute to the Contractor's insurance.

(3) The insurance shall not be canceled or materially reduced in coverage except after 30 days prior written notice receipted delivery has been given to the District, except 10 days' notice shall be allowed for non-payment of premium.

(e) Unless otherwise specified, the insurance shall be provided by an acceptable insurance provider, as determined by the District, which satisfies the following minimum requirements: An insurance carrier admitted to do business in California and maintaining an agent for process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A- (A minus)" or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state and the program assures a financial capability at least equal to the required classification and size for admitted insurers.

(f) Certificates of insurance and endorsements shall be provided by the Local Project Sponsor and approved by the District before execution of the Contract. Endorsements may be provided on forms provided by the District, or substantially equivalent forms provided by the insurer.

(g) Additional Insured: All Consultants/Contractors performing the scope of work on behalf of the Local Project Sponsor shall name the District and State (including their directors, officers, employees, and agents) as an additional insured on their Commercial General Liability policy and the policy shall be endorsed with use of an ISO form CG 20 10 10 93 or equivalent.

**39. Contingent Fee:** The Local Project Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the subgrantee to solicit or secure this Agreement, and that the Local Project Sponsor has not paid or agreed to pay any company, or person, other than a bona fide employee or [INSERT SCHOOL CONSULTANT IF APPLICABLE], working solely for the Local Project Sponsor, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the District shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or continent fee.

**40. Incorporation of Standard Conditions and Grantee Commitments:** The following exhibits are attached and made a part of this Agreement by this reference:

Exhibit A — Grant Agreement

Exhibit B — Work Plan

Exhibit C — Schedule

Exhibit D — Grant Budget

Exhibit E — Statewide Monitoring

**41. Laws and Venue:** This Agreement shall be interpreted in accordance with the laws of the state of California. If any action is brought to interpret or enforce any term of this Agreement the action shall be brought in a state or federal court in San Diego County.

**42. Assignment:** A Party shall not assign, sublet, or transfer this Agreement or any rights or interest in this Agreement without the written consent of the District, which may be withheld for any reason.

**43. Integration:** This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding should be of any force

or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the Parties.

**44. Forced Delay:** Performance by any Party to this Agreement shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; government restrictions or priorities; litigation; unusually severe weather; inability to secure any necessary labor, materials or tools; delays of any contractor or supplier; acts of the other parties; or any other causes beyond the reasonable control of the party claiming an extension of time to perform. Any extension of time for any such cause shall be for the period of the forced delay and shall commence to run from the time of the commencement of the cause.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO  
AGREEMENT  
for the  
SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM  
BETWEEN  
BORREGO WATER DISTRICT  
AND  
BORREGO SPRINGS UNIFIED SCHOOL DISTRICT  
PROJECT NOS. [INSERT PROJECT ##]**

**Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below:

BORREGO WATER DISTRICT

Approved as to form:

By: \_\_\_\_\_  
Geoff Poole  
General Manager

By: \_\_\_\_\_  
Steven M. Anderson  
Best Best & Krieger LLP

BORREGO SPRINGS UNIFIED  
SCHOOL DISTRICT

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**

**Grant Agreement**

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## **Exhibit B Work Plan**

### **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

**Exhibit C  
Schedule**

<b>Component 4: Education Project</b>	<b>Start Date</b>	<b>End Date</b>
<b>(a) Grant Agreement Administration</b>	<b>7/1/2022</b>	<b>3/31/2025</b>
<b>(b) Environmental / Engineering / Design</b>	<b>7/30/2022</b>	<b>12/31/2022</b>
<b>(c) Implementation / Construction</b>	<b>1/1/2023</b>	<b>6/30/2024</b>
<b>(d) Monitoring / Assessment</b>	<b>7/1/2025</b>	<b>12/1/2025</b>
<b>(e) Education / Outreach</b>	<b>7/30/2022</b>	<b>6/30/2024</b>

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**Exhibit D  
Project Costs**

**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

<b>Budget Categories</b>	<b>Grant Amount</b>
(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
<b>Total:</b>	<b>\$384,000</b>

**Exhibit E**  
**Monitoring Requirements**

**Project Monitoring Plan Requirements**

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

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**AGREEMENT**  
**for the**  
**SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM**  
**BETWEEN**  
**BORREGO WATER DISTRICT,**  
**BORREGO VALLEY STEWARDSHIP COUNCIL**  
**AND**  
**CIVICWELL**  
**PROJECT NOS. [INSERT PROJECT ##]**

This Agreement between the Borrego Water District, a California Water District (“District”), the Borrego Valley Stewardship Council, a local leadership council, and Civicwell, a nonprofit organization (collectively, “Local Project Sponsor”) sets forth the understanding of the District and the Local Project Sponsor (collectively, “Parties”) for distribution of a grant award from the State of California Department of Water Resources (“DWR” or “State”).

**RECITALS**

1. In 2018, California voters approved Proposition 68, the Groundwater Treatment and Remediate Grant Program, which administered \$75 million from Chapter 11.1 for grants for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water.

2. In 2020, Proposition 68 was amended to add section 80146 to the Public Resources Code, authorizing the Legislature to appropriate General Obligation Bond funds for competitive grants for projects that address drought and groundwater investments to achieve regional sustainability; for investments in groundwater recharge with surface water, stormwater, recycled water, and other conjunctive use projects; and projects to prevent or clean up contamination of groundwater that serves as source of drinking water.

3. The California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) appropriates funds to the Department of Water Resources for grant awards, directed to projects that benefit critically overdrafted, medium priority, and high priority groundwater basins.

4. DWR is administering the Sustainable Groundwater Management (SGM) Grant Program Sustainable Groundwater Management Act (SGMA) Implementation using funds authorized by Proposition 68 and the California Budget Act of 2021 for projects that encourage sustainable management of groundwater resources that support SGMA and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects.

5. On [INSERT DATE], the District entered into a \$6,115,833 million dollar grant agreement with DWR for Proposition 68 funding awarded to the District (“Grant Agreement”), incorporated by reference and attached as **Exhibit A**. The Grant Agreement is effective as of [INSERT DATE]. The grant will assist in financing projects associated with the SGM Grant Program on a reimbursable basis.

6. The District now wishes to enter into this agreement to assist in reimbursing the Local Project Sponsor for its project, up to the amount set forth in the Grant Agreement for the specified project, with funds provided on a reimbursement basis to the District by DWR for SGM Grant Program implementation.

7. The work performed under this agreement by Local Project Sponsor is a valuable service to the District. The grant funds provided by DWR and the District to Local Project Sponsor are valuable consideration for the services provided.

## **TERMS AND CONDITIONS**

The Recitals are incorporated herein, and the Parties do agree as follows:

### **1. Definitions:**

The following words and terms, unless otherwise defined, shall mean:

- (a) Local Project Sponsor: Borrego Valley Stewardship Council and Civicwell
- (b) Grant Agreement: Grant Agreement No. 4600014652 between the District and the DWR, dated [INSERT DATE], for the disbursement of \$6,115,833 million dollars in grant funds.
- (c) Project: Component 5: Resiliency Strategy. The Work Plan for the Project is provided in attached **Exhibit B**.

**2. Term of Agreement:** The term of this Agreement shall begin on the date of execution of this agreement. The term of this Agreement shall end no later than the termination date of the Grant Agreement, when all Parties' obligations under this Agreement have been fully satisfied, or when the when the Agreement is terminated pursuant to the terms provided in this Agreement.

### **3. Budget Contingency:**

(a) The District and the Local Project Sponsor shall have no obligation to perform under this Agreement if DWR does not provide funding through the Grant Agreement. Local Project Sponsor acknowledges that if funding for any fiscal year is reduced or eliminated by the DWR, the DWR at its option may either (1) cancel the Grant Agreement with no liability occurring to DWR or the District, or (2) amend the Grant Agreement to reflect the reduced amount of funding. If DWR amends the Grant Agreement, the District will offer to amend or terminate this Agreement to reflect the reduced funding by DWR. The Local Project Sponsor agrees to timely complete its Project and will be eligible for reimbursement only to the extent so allowed by DWR.

(b) If grant funding is eliminated by DWR, the District shall have no obligation to continue to sponsor the Project and this Agreement shall be of no force and effect. In this event, Local Project Sponsor shall not be obligated to perform under the Agreement.

(c) The District shall not have an obligation to perform under this Agreement until the District and DWR have each executed the Grant Agreement. The Local Sponsor shall not receive advanced payments from the District for the Project, regardless of whether DWR has allotted the grant to the District.

#### **4. Advancement of Funds:**

(a) The District has the sole discretion to advance funding under this Agreement solely to support the Project of the Local Project Sponsor, and only upon the written request of the Local Project Sponsor. The Local Project Sponsor shall limit the amount of advanced funding requested from the District to the amount needed to cover anticipated Project expenses over the following **XX** months and shall not seek advancement of all anticipated Project expenses at once. In the event the District elects to advance such funding, the Local Project Sponsor agrees to pay interest to the District for ongoing outstanding balances on District advanced funds at the same interest rate paid to the District by the Local Agency Investment Fund, as that interest rate may change from time to time. Such interest payments are not eligible Project costs under the Grant Agreement.

(b) If the District advances funding to the Local Project Sponsor to support the Project, but DWR ultimately does not provide the full amount of anticipated funding for the Project for any reason, the Local Project Sponsor will nevertheless be required to reimburse the District the full amount of all advanced funding the District provides to Local Project Sponsor that is not reimbursed by DWR.

(c) In order to receive an advance of funds from the District, the Local Project Sponsor must comply with the following process:

(i) The Local Project Sponsor's governing board must formally approve the request(s) for advancement of funds from the District, including the amount(s) of such request(s). The Local Project Sponsor must send written verification of this formal approval in the form of the board minutes and/or signed resolution with a letter requesting this advancement of funds to the District, including the specific amount requested and the purpose to which the funds will be used. In its sole discretion, the District may elect to pay some or all of such fund advances directly to a Local Project Sponsor contractor or materials provider, rather than to Local Project Sponsor.

(ii) The General Manager of the District shall have the authority to approve the advancement of funds under this Agreement in an amount not to exceed **[INSERT AMOUNT]** (\$) per request. If the funding request exceeds **[INSERT AMOUNT]** (\$), the District Board of Directors must formally approve each qualifying Local Project Sponsor request.

(iii) If the District approves the Local Project Sponsor's advanced funding request, the District will issue payment to the Local Project Sponsor, or to its contractor or materials provider, within a reasonable amount of time, after receiving an invoice in the subject amount from the Local Project Sponsor.

(iv) Upon receipt of payment from the District, the Local Project shall acknowledge receipt of such funding via writing to the District and account for these advanced funds pursuant to Section 17 of this Agreement.

(v) If and when DWR provides funding under the Grant Agreement to support expenses incurred for Local Project Sponsor's Project, the District will retain such DWR funding and correspondingly reduce the amount owed by Local Project Sponsor to the District under this Agreement.

(d) The District will not serve as guarantor for any payments advanced to the Local Project Sponsor involving the Local Project Sponsor's officers, employees, agents, or contractors, or materials providers. No officers, employees, agents, contractors, or materials providers of the Local Project Sponsor will be considered associated with or part of the District under any circumstances.

**5. Schedule:** The Local Sponsor shall complete its work for the Project within the schedule set forth in the Grant Agreement, as also reflected in **Exhibit C**. If the Local Sponsor does not complete the work according to the schedule, DWR shall have the authority to reduce the grant according to the Local Sponsor's delay.

**6. Grant Amount:** The maximum amount payable by the District for these Project shall not exceed the following amounts:

(i) Component 5: Resiliency Strategy - \$200,000.00

The District is not liable for reimbursement of any funds expended by the Local Project Sponsor beyond the grant amount stated above, nor for any costs expended by Local Project Sponsor outside the timeframes and other requirements of the Grant Agreement.

**7. Project Costs:** The reasonable total cost of each of the tasks for the Project to be reimbursed to Local Project Sponsor through this Agreement are described in the Grant Agreement and also summarized in **Exhibit D**, Budget Table. The Project Costs may be amended by the Local Project Sponsor provided that the District gives reasonable approval and DWR gives final approval to such proposed amendments.

**8. Eligible Costs:**

(a) Eligible costs are only those described in the Grant Agreement. In general terms, these costs include the reasonable and necessary costs of engineering, design, legal, land and easement acquisition, preparation of environmental documentation, environmental mitigation, and project implementation. Only work performed after April 1, 2022, shall be eligible for reimbursement. Costs incurred after July 30, 2025, and before April 1, 2022, are not eligible for reimbursement. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the Project.

(b) Costs that are not reimbursable are described in the Grant Agreement and include, but are not limited to, the following:

- Costs incurred before April 1, 2022.
- Costs for preparing and filing a grant application and/or Spending Plan.
- Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- Operation and maintenance costs, including post construction performance and monitoring costs.
- Purchase of equipment not an integral part of a project.
- Establishing a reserve fund.
- Purchase of water supplies.
- Replacement of existing funding sources for ongoing programs.
- Travel and per diem costs, except for mileage.
- Support of existing agency requirements and mandates.
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- Meals, food items, or refreshments.
- Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- Overhead and indirect costs: “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee’s organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

**9. Local Project Sponsor Responsibilities:**

(a) The Local Project Sponsor must comply with this agreement in its entirety as well as all applicable terms of the Grant Agreement, including the obligation to maintain its Project for the period set forward in the Grant Agreement. If the Local Project Sponsor does not meet this obligation, DWR, at its sole discretion, may either reduce funding or withhold funding pursuant to Section 9 of the Grant Agreement. After following the provisions of Paragraph 18, the District may seek all available remedies.

(b) The Local Project Sponsor warrants that the Project meets all the requirements set forth in the 2021 SGM Grant Program SGMA Implementation Guidelines (pp. 7 through 13) (“2021 Guidelines”) and 2021 SGM Grant Program SGMA Implementation Proposal Solicitation Package.

(c) The Local Project Sponsor must submit any and all invoices, reports and other documents (collectively, “Project documentation”) associated with the Project as required by the Grant Agreement. In particular, such Project documentation shall be provided to the District no later than forty-five (45) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by Paragraph 12, “Submission of Reports” and Exhibit A, “Work Plan” of the Grant Agreement detailed in Exhibit A. The District shall not be obligated to disburse any reimbursement funds it receives from DWR until all Project documents cited in this paragraph are given to the District, DWR gives final approval to them, and DWR actually provides the reimbursement amounts to the District. If the Local Project Sponsor does not deliver these Project documents on time, the payments to the Local Project Sponsor may be delayed or not honored pursuant to Section 9 of the Grant Agreement. If the Local Project Sponsor does not timely submit this Project documentation, the District may elect to pursue the remedies found in Paragraph 18.

(d) Local Project Sponsor shall comply with all public bidding and other requirements of the Grant Agreement (e.g., Exhibit D, para. D.11.). Local Project Sponsor shall be responsible for resolving all disputes arising out of its contracts for work including, but not limited to, bid disputes and payment disputes with its contractors and consultants or other entities. Neither DWR, the State of California, nor the District will mediate disputes between Local Project Sponsor and any other entity regarding performance of work.

(e) Local Project Sponsor shall be responsible for oversight and compliance of the Project. Local Project Sponsor or its representatives shall perform regular inspections of work in progress. Local Project Sponsor must submit a timely bi-weekly reports of its oversight, compliance, and inspections to the District. If the Local Project Sponsor does not submit these reports or fails to do so in a timely manner, the District may elect to pursue the remedies found in Paragraph 18.

(f) Subject to section 8(a), above, Local Project Sponsor is solely responsible for implementation of the Project. Any review or approval of plans, specifications, bid documents, or other documents by the District is solely for the purpose of proper administration of grant funds and shall not relieve or limit responsibilities of Local Project Sponsor with regard to its contractual obligations.

(g) The Local Project Sponsor shall maintain and operate the facility and structures constructed or improved as part of the project throughout the useful life of the project, consistent with the purposes for which this grant was made. The Local Project Sponsor assumes all operations and maintenance costs of the facilities and structures. Neither the District nor DWR shall be liable for any cost of such maintenance, management, or operation during any point of the Project's life. Operation costs include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. Maintenance costs include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

**10. Independent Capacity:** In the performance of this Agreement, Local Project Sponsor, its officers, agents, contractors, volunteers, and employees shall act in an independent capacity and not as officers, employees, or agents of the District.

**11. Compliance with Terms:** Local Project Sponsor shall comply with all terms, and conditions of the Grant Agreement attached as **Exhibit A**. If the Local Project Sponsor does not timely comply with these terms, the Local Project Sponsor may be in danger of not receiving reimbursement from the DWR grant, at DWR's sole discretion. If the Local Project Sponsor does not comply with these terms, the District may also elect to pursue the remedies found in Paragraph 18. In case of inconsistency between the terms of this Agreement and the Grant Agreement, the Grant Agreement terms shall control.

**12. Acknowledgement of Sponsorship:** Local Project Sponsor shall include appropriate acknowledgement to the District, DWR, and all cost-sharing partners for their support when promoting the SGM Grant Program or associated grant funded Project, or using any data and/or information developed under this Agreement. During implementation of the Project, Local Project Sponsor shall, if applicable, install a sign at a prominent location which shall include a statement that the Project has received funds from the District. Local Project Sponsor shall notify the District as each sign has been erected by providing it with a site map with the sign location noted and a photograph of each sign. Local Project Sponsor also shall include appropriate acknowledgement in its public outreach information, including, if applicable, its Project website.

**13. Requirements for Disbursement:**

(a) Local Project Sponsor shall meet all conditions precedent to the disbursement of funds as listed below and in the Grant Agreement. Local Project Sponsor may be in danger of not receiving all grant funds given from DWR at DWR's sole discretion if they fail to comply by this date. For disbursements of funds for each Project, Local Project Sponsor shall continue to meet the conditions for disbursement, paragraph 14, Disbursement by DWR and Payment by the District. If Local Project Sponsor fails to do so, the District may elect to pursue the remedies found in Paragraph 18. Local Project Sponsor acknowledges that the State hold the primary responsibility for determining whether Project, and their individual components, meet Grant requirements and are eligible for reimbursement.

i. Local Project Sponsor shall ensure the availability of sufficient funds/cash flow/liquidity to complete its Project identified in this Agreement (Exhibit B).

ii. Local Project Sponsor shall comply with all applicable requirements of the California Environmental Quality Act (“CEQA”), including preparing draft CEQA compliance documents for review and approval by the District and DWR, to the extent the Local Project Sponsor is not a public agency. Any Local Project Sponsor that is a public agency shall complete its own CEQA compliance as lead agency. With the assistance of the Local Project Sponsor, including the submission of draft CEQA compliance documents to the District, the District shall also conduct CEQA compliance, whether as lead agency or responsible agency, depending upon the circumstances. Costs associated with the District’s CEQA compliance shall be reimbursed to the District either by way of the grant, if available, or the Local Project Sponsor. Before construction or implementation begins on a project, Local Project Sponsor shall submit to the District copies of environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, and environmental permits that are required. Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received and approved (if legally required as a responsible agency or otherwise) by the District and the State. Alternatively, the Local Project Sponsor shall notify the District if they believe their activities qualify for a CEQA exemption. If CEQA compliance by the Local Project Sponsor has been completed at the time this Agreement is executed, once the District 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 DWR decide to not provide reimbursement for the Project due to failure to comply with CEQA or otherwise, this Agreement will be terminated. Any work subject to CEQA that proceeds prior to the State’s and District’s review and approval process being completed, will not be reimbursed and the amount will be reduced from the award amount. The Local Project Sponsor must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation. The Local Project Sponsor’s CEQA and NEPA compliance is also subject to DWR’s review and approval process pursuant to Section 5(C) of the Grant Agreement. The Local Project Sponsor may not commence the Project until the District gives reasonable approval and DWR gives final approval of these documents.

iii. For the term of the Agreement, Local Project Sponsor shall submit timely periodic progress reports as required by Grant Agreement, Paragraph 21, Submission of Reports. If the Local Project Sponsor does not turn in these reports or fails to do so in a timely manner, the Local Project Sponsor may be in danger of not receiving reimbursement funds, at DWR’s sole discretion. If the Local Project Sponsor does not comply with these terms, the District may also elect to pursue the remedies found in Paragraph 18.

(b) Before disbursement of funds by DWR or the District, Local Project Sponsor shall submit to the District, a written statement that all necessary permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies as specified in paragraph 26, Permits, Licenses, Approvals, and Compliance with Laws, have been obtained.

**14. Quarterly Invoices:** Consistent with Section 12 of the Grant Agreement, Local Project Sponsor shall timely submit invoices with their Quarterly Reports to the District, which

shall in turn send the invoices to DWR. If the Local Project Sponsor fails to timely submit its invoices, the District and DWR, at their sole discretion, may reduce funding, withhold funding, or terminate this Agreement in its entirety. Invoices shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements" of the Grant Agreement and include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a Project during the period identified in the particular invoice for the implementation of a Project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".
  - v. Original signature and date (in ink) of the Local Project Sponsor's representative.

Local Project Sponsor must submit the original and three (3) copies of the invoice to the following address:

Geoff Poole  
Borrego Water District  
806 Palm Canyon Drive  
Borrego Springs, CA 92004

With a copy also sent by email to: [Geoff@borregowd.org](mailto:Geoff@borregowd.org)

Failure to use the mailing address exactly as provided in this paragraph may result in return of the invoice to Local Project Sponsor.

**15. Disbursement by State and Payment by the District:** Following the receipt of grant funds reimbursement checks from DWR, the District will disburse to the Local Project Sponsor the approved amounts for each of its Project subject to the availability of funds through normal DWR processes as described in the Grant Agreement Section 6. The District shall forward the appropriate amount of reimbursed funds to the Local Project Sponsor. All money disbursed by DWR under the Grant Agreement and all interest earned by the District shall be used solely to pay eligible costs. Within thirty (30) days of receipt of funds from DWR, the District shall disburse the funds to the Local Project Sponsor. Neither the District nor the DWR will provide advanced payments to the Local Project Sponsor, except as specifically agreed to in writing by formal action of the District Board of Directors or DWR.

**16. Method of Payment:** Consistent with Section 8 of the Grant Agreement, DWR will disburse the whole or portions of funding to District for the benefit of the Local Project Sponsor, following receipt from the District and, as applicable, Local Project Sponsor via US mail or Express mail delivery of a “wet signature” invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required. Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). DWR will notify the District and the Local Project Sponsor, in a timely manner, whenever, upon review of an Invoice, DWR determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to DWR. The Local Project Sponsor may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to District and DWR to cure such deficiency(ies). If the Local Project Sponsor fails to submit adequate documentation curing the deficiency(ies), District and/or DWR will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Local Project Sponsor shall include the following information:

1. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Local Project Sponsor must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Grant Agreement, Exhibit D, "Project Costs". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

ii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the DWR's funding amount, as depicted in Paragraph 5, "Grant Amount".

Original signature and date (in ink) of the Local Project Sponsor's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Christopher Martinez at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Geoff Poole at geoff@borregowd.com. The District shall be cc'd on all invoices submitted by Local Project Sponsor to the State.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein and in the Grant Agreement. The Local Project Sponsor shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Local Project Sponsor is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds. Additionally, DWR may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

#### **17. Accounting and Deposit of Grant Disbursement:**

(a) Separate Accounting of Grant Disbursement and Interest Records: Local Project Sponsor shall:

i. Account for the money and in-kind services disbursed pursuant to this Agreement separately from all other funds.

ii. Maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices.

iii. Keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of funds.

iv. Require its contractors, consultants, and subcontractors, or others employed in the work 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 District or DWR at all reasonable times.

(b) **Fiscal Management Systems and Accounting Standards:** Local Project Sponsor's fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law, this Agreement or the Grant Agreement.

(c) **Remittance of Unexpended Funds:** Within forty-five (45) calendar days of the final disbursement from the District, Local Project Sponsor shall remit to the District any unexpended funds that were disbursed to Local Project Sponsor and were not needed to pay Eligible Project Costs.

**18. Continuing Eligibility:** The Local Project Sponsor must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive funds:

- a) The Local Project Sponsor must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
- b) Local Project Sponsor must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
- c) If the Local Project Sponsor diverting surface water, the Local Project Sponsor must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
- d) If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).

If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.

**19. Default Provisions:**

(a) Local Project Sponsor will be in default under this Agreement if any of the following occur:

- i. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the Local Project Sponsor and the District evidencing or securing the Local Project Sponsor's obligations;
- ii. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement;
- iii. Failure to operate or maintain the Project in accordance with this Agreement.

- iv. Failure to make any remittance required by this Agreement, including any remittance recommended as the result of an audit.
- v. Failure to submit quarterly progress reports.
- vi. Failure to routinely invoice the District.
- vii. Failure to meet any of the requirements set forth in “Continuing Eligibility.”

Should an event of default occur, the District shall provide a notice of default to the Local Project Sponsor and shall give the Local Project Sponsor at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Local Project Sponsor. If the Local Project Sponsor fails to cure the default within the time prescribed by the District, the District may do any of the following:

- i. Declare the funding be immediately repaid.
- ii. Terminate any obligation to make future payments to the Local Project Sponsor.
- iii. Terminate the Local Project Sponsor.
- iv. Take any other action that it deems necessary to protect its interests.

In the event the District finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Local Project Sponsor agrees to pay all costs incurred by the District including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

## **20. Disputes:**

(a) If the District disputes an invoice submitted by Local Project Sponsor, the District may withhold payment in good faith until the dispute is resolved or a corrected invoice is submitted.

(b) Any claim by Local Project Sponsor regarding the performance of this Agreement shall be submitted to the District Project Manager within thirty (30) calendar days of Local Project Sponsor's knowledge of the claim. The Local Project Sponsor and the District shall then attempt to promptly negotiate a resolution of such claim.

**21. Submission of Reports:** All reports shall be submitted to the District's Project Manager [**OR INSERT APPLICABLE PERSONNEL**]. The submittal and approval of all reports is a requirement for the successful completion of this Agreement. Reports shall be submitted in both electronic and hard copy forms, shall meet generally accepted professional standards for technical reporting, and shall be proofread for content and accuracy before submission. Local Project Sponsor shall promptly provide any additional information requested by the District for approval of reports. Reports shall be presented in the formats described in Exhibit F of the Grant Agreement. The submittal and approval of reports is a requirement for initial and continued disbursement of State funds. Submittal of a Project Completion Report for each project listed in Exhibit A is a requirement for the release of any retention.

(a) **Quarterly Reports:** The Local Project Sponsor shall submit Quarterly Progress Reports to meet the District's requirement for disbursement of funds. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Local Project Sponsor activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the District no later than November 20, 2022 with future reports then due on successive three-month increments based on the invoicing schedule and this date.

(b) **Component Completion Report(s):** The Local Project Sponsor shall prepare and submit to the District a separate Component Completion Report for each component included in Exhibit B, "Work Plan". The Local Project Sponsor shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate).

(c) **Grant Completion Report:** Upon completion of the Project included in Exhibit B, "Work Plan" the Local Project Sponsor shall submit to the District a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Agreement, as outlined in Exhibit F, "Report Formats and Requirements" of the Grant Agreement. Retention for the last project to be completed as part of this Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the District.

(d) **Post Performance Reports:** Local Project Sponsor shall submit a Post-Performance Report to the District within 60 calendar days after the first year following the completion of the Project has elapsed. In subsequent years, all Post Performance Reports shall be submitted, no later than May 1 of each year. This record-keeping and reporting process shall be repeated for each project annually for a total of 3 years after the Project is completed.

**22. Audits:** The District reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the Grant Agreement Program, with the costs of such audit to be borne by the Local Project Sponsor. After completion of the Program, the District may either conduct a final audit at the Local Project Sponsor's expense, require that Local Project Sponsor complete a final audit, or require a copy of the Local Project Sponsor's general annual audits as they pertain to the Project. The audit will be conducted with a report prepared by an independent Certified Public Accountant.

**23. Inspection of Books, Records and Reports:** During regular business hours, the District and its authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Agreement. Local Project Sponsor shall maintain and make available at all times for such inspection, accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by Local Project Sponsor to comply with this provision shall be considered a breach of this

Agreement, and the District may withhold disbursements to Local Project Sponsor, terminate this Agreement, or take any action or enforce any remedy to protect its interests.

**24. Rights in Data:** Local Project Sponsor 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 Agreement shall be in the public domain. Local Project Sponsor may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to State for financial support. Local Project Sponsor shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

**25. Monitoring Requirements:**

(a) **Project Monitoring Requirements:** As required in Exhibit B, “Work Plan”, a Monitoring Plan shall be submitted to the District prior to disbursement of funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit E, “Monitoring and Maintenance Plan Components”. The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.

(b) **Statewide Monitoring Requirements:** The Local Project Sponsor shall ensure that all groundwater Project and Project that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that Project that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

**26. Permits, Licenses, Approvals, and Compliance with Laws:** Local Project Sponsor shall ensure all permits, licenses, and approvals required for performing their obligations under this Agreement are obtained, and shall comply with all applicable federal, state, and local laws, rules, and regulations, guidelines, including 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 and requirements for each project described in Exhibit A.

**27. Drug-Free Workplace Requirements:** Local Project Sponsor, its contractors and subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and will provide a drug-free workplace.

**28. Prevailing Wages :** Local Project Sponsor shall comply with provisions of the California Labor Code (Section 1720 et seq.) regarding payment of prevailing wages for public works Project.

**29. Notification of the District:** For each project, Local Project Sponsor shall promptly notify the District in writing of the following occurrences:

a. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. Local Project Sponsor agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the District and District has given written approval of such change.

b. Any public or media event publicizing the accomplishments or results of this Agreement that provide the opportunity for the District representatives to attend and participate. Local Project Sponsor shall notify the District at least sixteen (16) calendar days before the event.

c. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Local Project Sponsor agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Local Project Sponsor agrees to implement appropriate actions as directed by the State.

d. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.

e. For implementation/construction Project, final inspection of the completed work on a project by a Registered Civil Engineer. The Local Project Sponsor shall notify the District's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the District the opportunity to participate in the inspection.

f. Completion of work on the Project.

**30. Disposition of Equipment:** Not less than forty-five (45) days before submission of its final invoice, Local Project Sponsor shall provide to the District a final inventory of equipment purchased with grant funds provided by State. Local Project Sponsor shall consult with the District on the scope of the inventory not less than seventy-five (75) days before the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within sixty (60) days of receipt of the inventory, Local Project Sponsor will provide District with a list of the items on the inventory to which Local Project Sponsor will take title. All other items shall become the property of Local Project Sponsor. District or State will arrange for delivery from Local Project Sponsor of items to which it takes title.

### **31. Operation and Maintenance of Project:**

(a) For the useful life of the Project and in consideration of the Grant made by DWR, Local Project Sponsor shall ensure the commencement and continued operation of the Project, and shall ensure the Project are operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary for the efficient operation of the same are provided: and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. All operations and maintenance costs of the facilities and structures shall be the responsibility of Local Project

Sponsor for its project(s) for the entirety of the project's life. DWR or District shall not be liable for any cost of maintenance, management, or operation of the project for the project's entire life.

(b) For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Local Project Sponsor to ensure operation and maintenance of the Project in accordance with this provision may, at the option of the District, be considered a breach of this Agreement and may be treated as default under paragraph 18.

**32. Retention of Records:** Local Project Sponsor shall retain all records that are relevant to this Agreement for a period of 3 years after submission of the Post-Performance Report.

**33. Project Managers:** Any party may change its Project Manager upon written notice to the other parties.

(a) The District's Project Manager shall be Geoff Poole, General Manager. The District's Project Manager shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of the District, including authority to execute all payment requests.

(b) Local Project Sponsor's Project Manager, CivicWell, shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of Local Project Sponsor, including authority to execute all payment requests.

**34. Notices:** All notice, demand, request, consent, or approval that any party desires or is requested to give to one or more of the other parties shall be in writing. Notices may be sent by mail, courier, electronic mail or any other means of delivery. Notices delivered by mail shall be deemed delivered 2 days after deposit in the mail, by next-day courier shall be deemed delivered 1 day after deposit with the courier, and by electronic means shall be deemed delivered upon electronic delivery if within regular business hours of the recipient party. Any party may, by written notice to the others, designate a different address that shall be substituted for the one below.

Borrego Water District  
Attn: Geoff Poole  
806 Palm Canyon Drive  
Borrego Springs, CA 92004

Borrego Valley Stewardship Council  
P.O. Box 2078  
Borrego Springs, CA 92004  
Attention: [INSERT NAME]

CivicWell  
980 9<sup>th</sup> St. #1700  
Sacramento, CA 95814  
Attention: [INSERT NAME]

[copy to]

[INSERT NAME]

[INSERT ADDRESS]

**35. Amendment:** All amendments or modification of this Agreement shall be in writing and signed by the Parties. No oral understanding or agreement not incorporated in the Agreement is binding on the parties.

**36. Severability of Unenforceable Provision:** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

**37. Indemnity — Hold Harmless:**

(a) To the fullest extent permitted by law, the Local Project Sponsor shall (1) immediately defend, and (2) indemnify the District, and DWR and their directors, officers, and employees (collectively “Indemnified Parties”) from and against all liabilities regardless of nature or type arising out of or resulting from Local Project Sponsor’s performance of services under this contract, or any negligent or wrongful act or omission of the Local Project Sponsor or Local Project Sponsor’s officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. The Local Project Sponsor’s obligation to indemnify applies unless it is adjudicated that its liability was caused by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, the Local Project Sponsor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) The duty to defend is a separate and distinct obligation from the Local Project Sponsor’s duty to indemnify. The Local Project Sponsor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings arising out of or resulting from Local Project Sponsor’s performance of services under this contract, or any negligent or wrongful act or omission of the Local Project Sponsor or Local Project Sponsor’s officers, employees, agents, or subcontractors, with counsel approved by the District and DWR, the Indemnified Parties, immediately upon tender to the Local Project Sponsor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established, unless caused by the negligence or willful misconduct of an Indemnified Party or any third-party not under the control or supervision of the Local Project Sponsor. Local Project Sponsor shall have no duty to defend the Indemnified Parties if the claim is related to an allegation or determination of comparative negligence or willful misconduct by an Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals.

(c) The review, acceptance or approval of the Local Project Sponsor's work or work product by any Indemnified Party shall not affect, relieve or reduce the Local Project Sponsor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

**38. Insurance:**

(a) The Local Project Sponsor shall procure and maintain during the period of performance of this Agreement, insurance from insurance companies admitted to do business in the State of California, as set forth in this Section. These policies shall be primary insurance as to the District so that any other coverage held by the District shall not contribute to any loss under the Local Project Sponsor's insurance. Coverage may be provided by a combination of primary and excess insurance policies, provided all insurers meet the requirements of this Section.

(b) All insurance shall cover occurrences during the coverage period.

(c) The coverage amount of each policy of insurance shall be as required by the Water Authority.

(1) The following insurance and limits are required for the contract:

Commercial General Liability: Coverage at least as broad as ISO form GC  
00 01 10 01

Limit per occurrence: \$1,000,000

(d) The insurance policies shall be endorsed as follows:

(1) For the general commercial liability as well as excess or umbrella insurance covering risks within the scope of that type insurance, the District, its directors, officers, employees and agents are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured. The Local Project Sponsor's insurance applies separately to each insured, including insureds added pursuant to this paragraph, against whom claim is made or suit is brought except with respect to the policy limits of liability. The inclusion of any person or entity as an insured shall not affect any right which the person or entity would have as a claimant if not so included. Any failure of the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added pursuant to this paragraph. The additional insured endorsement shall provide coverage at least as broad as ISO form CG 20 10 10 93.

(2) The Local Project Sponsor's insurance shall be primary. Any other insurance or self-insurance available to the District or persons stated in paragraph (1) shall be in excess of and shall not contribute to the Contractor's insurance.

(3) The insurance shall not be canceled or materially reduced in coverage except after 30 days prior written notice receipted delivery has been given to the District, except 10 days' notice shall be allowed for non-payment of premium.

(e) Unless otherwise specified, the insurance shall be provided by an acceptable insurance provider, as determined by the District, which satisfies the following minimum requirements: An insurance carrier admitted to do business in California and maintaining an agent for process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A- (A minus)" or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state and the program assures a financial capability at least equal to the required classification and size for admitted insurers.

(f) Certificates of insurance and endorsements shall be provided by the Local Project Sponsor and approved by the District before execution of the Contract. Endorsements may be provided on forms provided by the District, or substantially equivalent forms provided by the insurer.

(g) Additional Insured: All Consultants/Contractors performing the scope of work on behalf of the Local Project Sponsor shall name the District and State (including their directors, officers, employees, and agents) as an additional insured on their Commercial General Liability policy and the policy shall be endorsed with use of an ISO form CG 20 10 10 93 or equivalent.

**39. Contingent Fee:** The Local Project Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the subgrantee to solicit or secure this Agreement, and that the Local Project Sponsor has not paid or agreed to pay any company, or person, other than a bona fide employee or [INSERT CONSULTANT IF APPLICABLE], working solely for the Local Project Sponsor, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the District shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or continent fee.

**40. Incorporation of Standard Conditions and Grantee Commitments:** The following exhibits are attached and made a part of this Agreement by this reference:

Exhibit A — Grant Agreement

Exhibit B — Work Plan

Exhibit C — Schedule

Exhibit D — Grant Budget

Exhibit E — Statewide Monitoring

**41. Laws and Venue:** This Agreement shall be interpreted in accordance with the laws of the state of California. If any action is brought to interpret or enforce any term of this Agreement the action shall be brought in a state or federal court in San Diego County.

**42. Assignment:** A Party shall not assign, sublet, or transfer this Agreement or any rights or interest in this Agreement without the written consent of the District, which may be withheld for any reason.

**43. Integration:** This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding should be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the Parties.

**44. Forced Delay:** Performance by any Party to this Agreement shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; government restrictions or priorities; litigation; unusually severe weather; inability to secure any necessary labor, materials or tools; delays of any contractor or supplier; acts of the other parties; or any other causes beyond the reasonable control of the party claiming an extension of time to perform. Any extension of time for any such cause shall be for the period of the forced delay and shall commence to run from the time of the commencement of the cause.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO  
AGREEMENT  
for the  
SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM  
BETWEEN  
BORREGO WATER DISTRICT  
BORREGO VALLEY STEWARDSHIP COUNCIL  
AND  
CIVICWELL  
PROJECT NOS. [INSERT PROJECT ##]**

**Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below:

BORREGO WATER DISTRICT

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Steven M. Anderson  
Best Best & Krieger LLP

BORREGO VALLEY STEWARDSHIP  
COUNCIL

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

CIVICWELL

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**

**Grant Agreement**

## **Exhibit B Work Plan**

### **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.

**Exhibit C  
Schedule**

<b>Component 5: Resiliency Strategy</b>	<b>Start Date</b>	<b>End Date</b>
<b>(a) Grant Agreement Administration</b>	<b>4/1/2022</b>	<b>6/30/2024</b>
<b>(b) Environmental / Engineering / Design</b>	<b>7/30/2022</b>	<b>7/30/2023</b>
<b>(c) Implementation / Construction</b>	<b>8/1/2023</b>	<b>6/30/2025</b>
<b>(d) Monitoring / Assessment</b>	<b>7/30/2025</b>	<b>12/1/2025</b>
<b>(e) Education / Outreach</b>	<b>7/30/2022</b>	<b>6/30/2025</b>

**Exhibit D  
Project Costs**

**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

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

## **Exhibit E Monitoring Requirements**

### **Project Monitoring Plan Requirements**

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

**AGREEMENT**  
**for the**  
**SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM**  
**BETWEEN**  
**BORREGO WATER DISTRICT**  
**AND**  
**UNIVERSITY OF CALIFORNIA IRVINE**  
**PROJECT NOS. [INSERT PROJECT ##]**

This Agreement between the Borrego Water District, a California Water District (“District”), and University of California Irvine (“Local Project Sponsor”) sets forth the understanding of the District and the Local Project Sponsor (collectively, “Parties”) for distribution of a grant award from the State of California Department of Water Resources (“DWR” or “State”).

**RECITALS**

1. In 2018, California voters approved Proposition 68, the Groundwater Treatment and Remediate Grant Program, which administered \$75 million from Chapter 11.1 for grants for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water.
2. In 2020, Proposition 68 was amended to add section 80146 to the Public Resources Code, authorizing the Legislature to appropriate General Obligation Bond funds for competitive grants for projects that address drought and groundwater investments to achieve regional sustainability; for investments in groundwater recharge with surface water, stormwater, recycled water, and other conjunctive use projects; and projects to prevent or clean up contamination of groundwater that serves as source of drinking water.
3. The California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) appropriates funds to the Department of Water Resources for grant awards, directed to projects that benefit critically overdrafted, medium priority, and high priority groundwater basins.
4. DWR is administering the Sustainable Groundwater Management (SGM) Grant Program Sustainable Groundwater Management Act (SGMA) Implementation using funds authorized by Proposition 68 and the California Budget Act of 2021 for projects that encourage sustainable management of groundwater resources that support SGMA and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects.
5. On [INSERT DATE], the District entered into a \$6,115,833 million dollar grant agreement with DWR for Proposition 68 funding awarded to the District (“Grant Agreement”), incorporated by reference and attached as **Exhibit A**. The Grant Agreement is effective as of [INSERT DATE]. The grant will assist in financing projects associated with the SGM Grant Program on a reimbursable basis.

6. The District now wishes to enter into this agreement to assist in reimbursing the Local Project Sponsor for its project, up to the amount set forth in the Grant Agreement for the specified project, with funds provided on a reimbursement basis to the District by DWR for SGM Grant Program implementation.

7. The work performed under this agreement by Local Project Sponsor is a valuable service to the District. The grant funds provided by DWR and the District to Local Project Sponsor are valuable consideration for the services provided.

## TERMS AND CONDITIONS

The Recitals are incorporated herein, and the Parties do agree as follows:

### 1. Definitions:

The following words and terms, unless otherwise defined, shall mean:

(a) Local Project Sponsor: University of California Irvine, the proponent of two Project that will be funded as part of the Sustainable Groundwater Management (“SGM”) grant from the State.

(b) Grant Agreement: Grant Agreement 460001452 between the District and the DWR, dated [INSERT DATE], for the disbursement of \$6,115,833 million dollars in grant funds.

(c) Project: Component 4: Education Project (“Project”), which is a project component described in the Grant Agreement, which is under the responsibility of the Local Project Sponsor signing this Agreement with the District. The Work Plan for the Project is provided in attached **Exhibit B**.

**2. Term of Agreement:** The term of this Agreement shall begin on the date of execution of this agreement. The term of this Agreement shall end no later than the termination date of the Grant Agreement, when all Parties’ obligations under this Agreement have been fully satisfied, or when the when the Agreement is terminated pursuant to the terms provided in this Agreement.

### 3. Budget Contingency:

(a) The District and the Local Project Sponsor shall have no obligation to perform under this Agreement if DWR does not provide funding through the Grant Agreement. Local Project Sponsor acknowledges that if funding for any fiscal year is reduced or eliminated by the DWR, the DWR at its option may either (1) cancel the Grant Agreement with no liability occurring to DWR or the District, or (2) amend the Grant Agreement to reflect the reduced amount of funding. If DWR amends the Grant Agreement, the District will offer to amend or terminate this Agreement to reflect the reduced funding by DWR. The Local Project Sponsor agrees to timely complete its Project and will be eligible for reimbursement only to the extent so allowed by DWR.

(b) If grant funding is eliminated by DWR, the District shall have no obligation to continue to sponsor the Project and this Agreement shall be of no force and effect. In this event, Local Project Sponsor shall not be obligated to perform under the Agreement.

(c) The District shall not have an obligation to perform under this Agreement until the District and DWR have each executed the Grant Agreement. The Local Sponsor shall not receive advanced payments from the District for the Project, regardless of whether DWR has allotted the grant to the District.

**4. Schedule:** The Local Sponsor shall complete its work for the Project within the schedule set forth in the Grant Agreement, as also reflected in **Exhibit C**. If the Local Sponsor does not complete the work according to the schedule, DWR shall have the authority to reduce the grant according to the Local Sponsor's delay.

**5. Grant Amount:** The maximum amount payable by the District for these Project shall not exceed the following amounts:

(i) Component 8: GDE Identification, Assessment, & Monitoring - \$1,036,741.00.

The District is not liable for reimbursement of any funds expended by the Local Project Sponsor beyond the grant amount stated above, nor for any costs expended by Local Project Sponsor outside the timeframes and other requirements of the Grant Agreement.

**6. Project Costs:** The reasonable total cost of each of the tasks for the Project to be reimbursed to Local Project Sponsor through this Agreement are described in the Grant Agreement and also summarized in **Exhibit D**, Budget Table. The Project Costs may be amended by the Local Project Sponsor provided that the District gives reasonable approval and DWR gives final approval to such proposed amendments.

**7. Eligible Costs:**

(a) Eligible costs are only those described in the Grant Agreement. In general terms, these costs include the reasonable and necessary costs of engineering, design, legal, land and easement acquisition, preparation of environmental documentation, environmental mitigation, and project implementation. Only work performed after January 1, 2022, shall be eligible for reimbursement. Costs incurred after February 1, 2024 and before January 1, 2022, are not eligible for reimbursement. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the Project.

(b) Costs that are not reimbursable are described in the Grant Agreement and include, but are not limited to, the following:

- Costs incurred before January 1, 2022.
- Costs for preparing and filing a grant application and/or Spending Plan.
- Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.

- Operation and maintenance costs, including post construction performance and monitoring costs.
- Purchase of equipment not an integral part of a project.
- Establishing a reserve fund.
- Purchase of water supplies.
- Replacement of existing funding sources for ongoing programs.
- Travel and per diem costs, except for mileage.
- Support of existing agency requirements and mandates.
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- Meals, food items, or refreshments.
- Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- Overhead and indirect costs: “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee’s organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

**8. Local Project Sponsor Responsibilities:**

(a) The Local Project Sponsor must comply with this agreement in its entirety as well as all applicable terms of the Grant Agreement, including the obligation to maintain its Project for the period set forward in the Grant Agreement. If the Local Project Sponsor does not meet this obligation, DWR, at its sole discretion, may either reduce funding or withhold funding pursuant to Section 9 of the Grant Agreement. After following the provisions of Paragraph 18, the District may seek all available remedies.

(b) The Local Project Sponsor warrants that the Project meets all the requirements set forth in the 2021 SGM Grant Program SGMA Implementation Guidelines (pp. 7 through 13) (“2021 Guidelines”) and 2021 SGM Grant Program SGMA Implementation Proposal Solicitation Package.

(c) The Local Project Sponsor must submit any and all invoices, reports and other documents (collectively, “Project documentation”) associated with the Project as required by the Grant Agreement. In particular, such Project documentation shall be provided to the District no later than forty-five (45) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by Paragraph 12, “Submission of Reports” and Exhibit A, “Work Plan” of the Grant Agreement detailed in Exhibit A. The District shall not be obligated to disburse any reimbursement funds it receives from DWR until all Project documents cited in this paragraph are given to the District, DWR gives final approval to them, and DWR actually provides the reimbursement amounts to the District. If the Local Project Sponsor does not deliver these Project documents on time, the payments to the Local Project Sponsor may be delayed or not honored pursuant to Section 9 of the Grant Agreement. If the Local Project Sponsor does not timely submit this Project documentation, the District may elect to pursue the remedies found in Paragraph 18.

(d) Local Project Sponsor shall comply with all public bidding and other requirements of the Grant Agreement (e.g., Exhibit D, para. D.11.). Local Project Sponsor shall be responsible for resolving all disputes arising out of its contracts for work including, but not limited to, bid disputes and payment disputes with its contractors and consultants or other entities. Neither DWR, the State of California, nor the District will mediate disputes between Local Project Sponsor and any other entity regarding performance of work.

(e) Local Project Sponsor shall be responsible for oversight and compliance of the Project. Local Project Sponsor or its representatives shall perform regular inspections of work in progress. Local Project Sponsor must submit a timely bi-weekly reports of its oversight, compliance, and inspections to the District. If the Local Project Sponsor does not submit these reports or fails to do so in a timely manner, the District may elect to pursue the remedies found in Paragraph 18.

(f) Subject to section 8(a), above, Local Project Sponsor is solely responsible for implementation of the Project. Any review or approval of plans, specifications, bid documents, or other documents by the District is solely for the purpose of proper administration of grant funds and shall not relieve or limit responsibilities of Local Project Sponsor with regard to its contractual obligations.

(g) The Local Project Sponsor shall maintain and operate the facility and structures constructed or improved as part of the project throughout the useful life of the project, consistent with the purposes for which this grant was made. The Local Project Sponsor assumes all operations and maintenance costs of the facilities and structures. Neither the District nor DWR shall be liable for any cost of such maintenance, management, or operation during any point of the Project’s life. Operation costs include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. Maintenance costs include

ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

**9. Independent Capacity:** In the performance of this Agreement, Local Project Sponsor, its officers, agents, contractors, volunteers, and employees shall act in an independent capacity and not as officers, employees, or agents of the District.

**10. Compliance with Terms:** Local Project Sponsor shall comply with all terms, and conditions of the Grant Agreement attached as **Exhibit A**. If the Local Project Sponsor does not timely comply with these terms, the Local Project Sponsor may be in danger of not receiving reimbursement from the DWR grant, at DWR's sole discretion. If the Local Project Sponsor does not comply with these terms, the District may also elect to pursue the remedies found in Paragraph 18. In case of inconsistency between the terms of this Agreement and the Grant Agreement, the Grant Agreement terms shall control.

**11. Acknowledgement of Sponsorship:** Local Project Sponsor shall include appropriate acknowledgement to the District, DWR, and all cost-sharing partners for their support when promoting the SGM Grant Program or associated grant funded Project, or using any data and/or information developed under this Agreement. During implementation of the Project, Local Project Sponsor shall, if applicable, install a sign at a prominent location which shall include a statement that the Project has received funds from the District. Local Project Sponsor shall notify the District as each sign has been erected by providing it with a site map with the sign location noted and a photograph of each sign. Local Project Sponsor also shall include appropriate acknowledgement in its public outreach information, including, if applicable, its Project website.

**12. Requirements for Disbursement:**

(a) Local Project Sponsor shall meet all conditions precedent to the disbursement of funds as listed below and in the Grant Agreement. Local Project Sponsor may be in danger of not receiving all grant funds given from DWR at DWR's sole discretion if they fail to comply by this date. For disbursements of funds for each Project, Local Project Sponsor shall continue to meet the conditions for disbursement, paragraph 14, Disbursement by DWR and Payment by the District. If Local Project Sponsor fails to do so, the District may elect to pursue the remedies found in Paragraph 18. Local Project Sponsor acknowledges that the State hold the primary responsibility for determining whether Project, and their individual components, meet Grant requirements and are eligible for reimbursement.

i. Local Project Sponsor shall ensure the availability of sufficient funds/cash flow/liquidity to complete its Project identified in this Agreement (Exhibit B).

ii. Local Project Sponsor shall comply with all applicable requirements of the California Environmental Quality Act ("CEQA"), including preparing draft CEQA compliance documents for review and approval by the District and DWR, to the extent the Local Project Sponsor is not a public agency. Any Local Project Sponsor that is a public agency shall complete its own CEQA compliance as lead agency. With the assistance of the

Local Project Sponsor, including the submission of draft CEQA compliance documents to the District, the District shall also conduct CEQA compliance, whether as lead agency or responsible agency, depending upon the circumstances. Costs associated with the District's CEQA compliance shall be reimbursed to the District either by way of the grant, if available, or the Local Project Sponsor. Before construction or implementation begins on a project, Local Project Sponsor shall submit to the District copies of environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, and environmental permits that are required. Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received and approved (if legally required as a responsible agency or otherwise) by the District and the State. Alternatively, the Local Project Sponsor shall notify the District if they believe their activities qualify for a CEQA exemption. If CEQA compliance by the Local Project Sponsor has been completed at the time this Agreement is executed, once the District 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 DWR decide to not provide reimbursement for the Project due to failure to comply with CEQA or otherwise, this Agreement will be terminated. Any work subject to CEQA that proceeds prior to the State's and District's review and approval process being completed, will not be reimbursed and the amount will be reduced from the award amount. The Local Project Sponsor must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation. The Local Project Sponsor's CEQA and NEPA compliance is also subject to DWR's review and approval process pursuant to Section 5(C) of the Grant Agreement. The Local Project Sponsor may not commence the Project until the District gives reasonable approval and DWR gives final approval of these documents.

iii. For the term of the Agreement, Local Project Sponsor shall submit timely periodic progress reports as required by Grant Agreement, Paragraph 21, Submission of Reports. If the Local Project Sponsor does not turn in these reports or fails to do so in a timely manner, the Local Project Sponsor may be in danger of not receiving reimbursement funds, at DWR's sole discretion. If the Local Project Sponsor does not comply with these terms, the District may also elect to pursue the remedies found in Paragraph 18.

(b) Before disbursement of funds by DWR or the District, Local Project Sponsor shall submit to the District, a written statement that all necessary permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies as specified in paragraph 26, Permits, Licenses, Approvals, and Compliance with Laws, have been obtained.

**13. Quarterly Invoices:** Consistent with Section 12 of the Grant Agreement, Local Project Sponsor shall timely submit invoices with their Quarterly Reports to the District, which shall in turn send the invoices to DWR. If the Local Project Sponsor fails to timely submit its invoices, the District and DWR, at their sole discretion, may reduce funding, withhold funding, or terminate this Agreement in its entirety. Invoices shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements" of the Grant Agreement and include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a Project during the period identified in the particular invoice for the implementation of a Project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, “Budget”. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s funding amount, as depicted in Paragraph 3, “Grant Amount”.
  - v. Original signature and date (in ink) of the Local Project Sponsor’s representative.

Local Project Sponsor must submit the original and three (3) copies of the invoice to the following address:

Geoff Poole  
Borrego Water District  
806 Palm Canyon Drive  
Borrego Springs, CA 92004

With a copy also sent by email to: [Geoff@borregowd.org](mailto:Geoff@borregowd.org)

Failure to use the mailing address exactly as provided in this paragraph may result in return of the invoice to Local Project Sponsor.

**14. Disbursement by State and Payment by the District:** Following the receipt of grant funds reimbursement checks from DWR, the District will disburse to the Local Project Sponsor the approved amounts for each of its Project subject to the availability of funds through normal DWR processes as described in the Grant Agreement Section 6. The District shall forward the appropriate amount of reimbursed funds to the Local Project Sponsor. All money

disbursed by DWR under the Grant Agreement and all interest earned by the District shall be used solely to pay eligible costs. Within thirty (30) days of receipt of funds from DWR, the District shall disburse the funds to the Local Project Sponsor. Neither the District nor the DWR will provide advanced payments to the Local Project Sponsor, except as specifically agreed to in writing by formal action of the District Board of Directors or DWR.

**15. Method of Payment:** Consistent with Section 8 of the Grant Agreement, DWR will disburse the whole or portions of funding to District for the benefit of the Local Project Sponsor, following receipt from the District and, as applicable, Local Project Sponsor via US mail or Express mail delivery of a “wet signature” invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required. Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). DWR will notify the District and the Local Project Sponsor, in a timely manner, whenever, upon review of an Invoice, DWR determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to DWR. The Local Project Sponsor may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to District and DWR to cure such deficiency(ies). If the Local Project Sponsor fails to submit adequate documentation curing the deficiency(ies), District and/or DWR will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Local Project Sponsor shall include the following information:

1. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Local Project Sponsor must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Grant Agreement, Exhibit D, “Project Costs”. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

ii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the DWR's funding amount, as depicted in Paragraph 5, "Grant Amount".

Original signature and date (in ink) of the Local Project Sponsor's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Christopher Martinez at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Geoff Poole at geoff@borregowd.com. The District shall be cc'd on all invoices submitted by Local Project Sponsor to the State.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein and in the Grant Agreement. The Local Project Sponsor shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Local Project Sponsor is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds. Additionally, DWR may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

**16. Accounting and Deposit of Grant Disbursement:**

(a) Separate Accounting of Grant Disbursement and Interest Records: Local Project Sponsor shall:

i. Account for the money and in-kind services disbursed pursuant to this Agreement separately from all other funds.

ii. Maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices.

iii. Keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of funds.

iv. Require its contractors, consultants, and subcontractors, or others employed in the work 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 District or DWR at all reasonable times.

(b) Fiscal Management Systems and Accounting Standards: Local Project Sponsor's fiscal control and accounting procedures will be sufficient to permit tracing of grant

funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law, this Agreement or the Grant Agreement.

(c) **Remittance of Unexpended Funds:** Within forty-five (45) calendar days of the final disbursement from the District, Local Project Sponsor shall remit to the District any unexpended funds that were disbursed to Local Project Sponsor and were not needed to pay Eligible Project Costs.

**17. Continuing Eligibility:** The Local Project Sponsor must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive funds:

- a) The Local Project Sponsor must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
- b) Local Project Sponsor must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
- c) If the Local Project Sponsor diverting surface water, the Local Project Sponsor must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
- d) If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).

If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.

**18. Default Provisions:**

(a) Local Project Sponsor will be in default under this Agreement if any of the following occur:

- i. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the Local Project Sponsor and the District evidencing or securing the Local Project Sponsor's obligations;
- ii. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement;
- iii. Failure to operate or maintain the Project in accordance with this Agreement.
- iv. Failure to make any remittance required by this Agreement, including any remittance recommended as the result of an audit.
- v. Failure to submit quarterly progress reports.

- vi. Failure to routinely invoice the District.
- vii. Failure to meet any of the requirements set forth in “Continuing Eligibility.”

Should an event of default occur, the District shall provide a notice of default to the Local Project Sponsor and shall give the Local Project Sponsor at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Local Project Sponsor. If the Local Project Sponsor fails to cure the default within the time prescribed by the District, the District may do any of the following:

- i. Declare the funding be immediately repaid.
- ii. Terminate any obligation to make future payments to the Local Project Sponsor.
- iii. Terminate the Local Project Sponsor.
- iv. Take any other action that it deems necessary to protect its interests.

In the event the District finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Local Project Sponsor agrees to pay all costs incurred by the District including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

#### **19. Disputes:**

(a) If the District disputes an invoice submitted by Local Project Sponsor, the District may withhold payment in good faith until the dispute is resolved or a corrected invoice is submitted.

(b) Any claim by Local Project Sponsor regarding the performance of this Agreement shall be submitted to the District Project Manager within thirty (30) calendar days of Local Project Sponsor's knowledge of the claim. The Local Project Sponsor and the District shall then attempt to promptly negotiate a resolution of such claim.

**20. Submission of Reports:** All reports shall be submitted to the District's Project Manager [OR INSERT APPLICABLE PERSONNEL]. The submittal and approval of all reports is a requirement for the successful completion of this Agreement. Reports shall be submitted in both electronic and hard copy forms, shall meet generally accepted professional standards for technical reporting, and shall be proofread for content and accuracy before submission. Local Project Sponsor shall promptly provide any additional information requested by the District for approval of reports. Reports shall be presented in the formats described in Exhibit F of the Grant Agreement. The submittal and approval of reports is a requirement for initial and continued disbursement of State funds. Submittal of a Project Completion Report for each project listed in Exhibit A is a requirement for the release of any retention.

(a) **Quarterly Reports:** The Local Project Sponsor shall submit Quarterly Progress Reports to meet the District's requirement for disbursement of funds. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Local Project Sponsor activities, milestones achieved, any accomplishments and any problems

encountered in the performance of the work under this Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the District no later than November 20, 2022 with future reports then due on successive three-month increments based on the invoicing schedule and this date.

(b) **Component Completion Report(s):** The Local Project Sponsor shall prepare and submit to the District a separate Component Completion Report for each component included in Exhibit B, "Work Plan". The Local Project Sponsor shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate).

(c) **Grant Completion Report:** Upon completion of the Project included in Exhibit B, "Work Plan" the Local Project Sponsor shall submit to the District a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Agreement, as outlined in Exhibit F, "Report Formats and Requirements" of the Grant Agreement. Retention for the last project to be completed as part of this Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the District.

(d) **Post Performance Reports:** Local Project Sponsor shall submit a Post-Performance Report to the District within 60 calendar days after the first year following the completion of the Project has elapsed. In subsequent years, all Post Performance Reports shall be submitted, no later than May 1 of each year. This record-keeping and reporting process shall be repeated for each project annually for a total of 3 years after the Project is completed.

**21. Audits:** The District reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the Grant Agreement Program, with the costs of such audit to be borne by the Local Project Sponsor. After completion of the Program, the District may either conduct a final audit at the Local Project Sponsor's expense, require that Local Project Sponsor complete a final audit, or require a copy of the Local Project Sponsor's general annual audits as they pertain to the Project. The audit will be conducted with a report prepared by an independent Certified Public Accountant.

**22. Inspection of Books, Records and Reports:** During regular business hours, the District and its authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Agreement. Local Project Sponsor shall maintain and make available at all times for such inspection, accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by Local Project Sponsor to comply with this provision shall be considered a breach of this Agreement, and the District may withhold disbursements to Local Project Sponsor, terminate this Agreement, or take any action or enforce any remedy to protect its interests.

**23. Rights in Data:** Local Project Sponsor 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 Agreement shall be in the public domain. Local Project Sponsor may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to State for financial support. Local Project Sponsor shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

**24. Monitoring Requirements:**

(a) Project Monitoring Requirements: As required in Exhibit B, "Work Plan", a Monitoring Plan shall be submitted to the District prior to disbursement of funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit E, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.

(b) Statewide Monitoring Requirements: The Local Project Sponsor shall ensure that all groundwater Project and Project that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that Project that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

**25. Permits, Licenses, Approvals, and Compliance with Laws:** Local Project Sponsor shall ensure all permits, licenses, and approvals required for performing their obligations under this Agreement are obtained, and shall comply with all applicable federal, state, and local laws, rules, and regulations, guidelines, including 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 and requirements for each project described in Exhibit A.

**26. Drug-Free Workplace Requirements:** Local Project Sponsor, its contractors and subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and will provide a drug-free workplace.

**27. Prevailing Wages :** Local Project Sponsor shall comply with provisions of the California Labor Code (Section 1720 et seq.) regarding payment of prevailing wages for public works Project.

**28. Notification of the District:** For each project, Local Project Sponsor shall promptly notify the District in writing of the following occurrences:

a. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. Local Project Sponsor agrees that no substantial change in the

scope of a project will be undertaken until written notice of the proposed change has been provided to the District and District has given written approval of such change.

b. Any public or media event publicizing the accomplishments or results of this Agreement that provide the opportunity for the District representatives to attend and participate. Local Project Sponsor shall notify the District at least sixteen (16) calendar days before the event.

c. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Local Project Sponsor agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Local Project Sponsor agrees to implement appropriate actions as directed by the State.

e. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.

f. For implementation/construction Project, final inspection of the completed work on a project by a Registered Civil Engineer. The Local Project Sponsor shall notify the District's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the District the opportunity to participate in the inspection.

g. Completion of work on the Project.

**29. Disposition of Equipment:** Not less than forty-five (45) days before submission of its final invoice, Local Project Sponsor shall provide to the District a final inventory of equipment purchased with grant funds provided by State. Local Project Sponsor shall consult with the District on the scope of the inventory not less than seventy-five (75) days before the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within sixty (60) days of receipt of the inventory, Local Project Sponsor will provide District with a list of the items on the inventory to which Local Project Sponsor will take title. All other items shall become the property of Local Project Sponsor. District or State will arrange for delivery from Local Project Sponsor of items to which it takes title.

**30. Operation and Maintenance of Project:**

(a) For the useful life of the Project and in consideration of the Grant made by DWR, Local Project Sponsor shall ensure the commencement and continued operation of the Project, and shall ensure the Project are operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary for the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. All operations and maintenance costs of the facilities and structures shall be the responsibility of Local Project Sponsor for its project(s) for the entirety of the project's life. DWR or District

shall not be liable for any cost of maintenance, management, or operation of the project for the project's entire life.

(b) For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Local Project Sponsor to ensure operation and maintenance of the Project in accordance with this provision may, at the option of the District, be considered a breach of this Agreement and may be treated as default under paragraph 18.

**31. Retention of Records:** Local Project Sponsor shall retain all records that are relevant to this Agreement for a period of 3 years after submission of the Post-Performance Report.

**32. Project Managers:** Any party may change its Project Manager upon written notice to the other parties.

(a) The District's Project Manager shall be Geoff Poole, General Manager. The District's Project Manager shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of the District, including authority to execute all payment requests.

(b) Local Project Sponsor's Project Manager, [INSERT NAME], [INSERT TITLE], shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of Local Project Sponsor, including authority to execute all payment requests.

**34. Notices:** All notice, demand, request, consent, or approval that any party desires or is requested to give to one or more of the other parties shall be in writing. Notices may be sent by mail, courier, electronic mail or any other means of delivery. Notices delivered by mail shall be deemed delivered 2 days after deposit in the mail, by next-day courier shall be deemed delivered 1 day after deposit with the courier, and by electronic means shall be deemed delivered upon electronic delivery if within regular business hours of the recipient party. Any party may, by written notice to the others, designate a different address that shall be substituted for the one below.

Borrego Water District  
Attn: Geoff Poole  
806 Palm Canyon Drive  
Borrego Springs, CA 92004

University of California Irvine  
[INSERT ADDRESS]  
Attention: [INSERT NAME]

[copy to]

[INSERT NAME]

[INSERT ADDRESS]

**35. Amendment:** All amendments or modification of this Agreement shall be in writing and signed by the Parties. No oral understanding or agreement not incorporated in the Agreement is binding on the parties.

**36. Severability of Unenforceable Provision:** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

**37. Indemnity — Hold Harmless:**

(a) To the fullest extent permitted by law, the Local Project Sponsor shall (1) immediately defend, and (2) indemnify the District, and DWR and their directors, officers, and employees (collectively “Indemnified Parties”) from and against all liabilities regardless of nature or type arising out of or resulting from Local Project Sponsor’s performance of services under this contract, or any negligent or wrongful act or omission of the Local Project Sponsor or Local Project Sponsor’s officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. The Local Project Sponsor’s obligation to indemnify applies unless it is adjudicated that its liability was caused by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, the Local Project Sponsor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) The duty to defend is a separate and distinct obligation from the Local Project Sponsor’s duty to indemnify. The Local Project Sponsor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings arising out of or resulting from Local Project Sponsor’s performance of services under this contract, or any negligent or wrongful act or omission of the Local Project Sponsor or Local Project Sponsor’s officers, employees, agents, or subcontractors, with counsel approved by the District and DWR, the Indemnified Parties, immediately upon tender to the Local Project Sponsor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established, unless caused by the negligence or willful misconduct of an Indemnified Party or any third-party not under the control or supervision of the Local Project Sponsor. Local Project Sponsor shall have no duty to defend the Indemnified Parties if the claim is related to an allegation or determination of comparative negligence or willful misconduct by an Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals.

(c) The review, acceptance or approval of the Local Project Sponsor’s work or work product by any Indemnified Party shall not affect, relieve or reduce the Local Project

Sponsor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

**38. Insurance:**

(a) The Local Project Sponsor shall procure and maintain during the period of performance of this Agreement, insurance from insurance companies admitted to do business in the State of California, as set forth in this Section. These policies shall be primary insurance as to the District so that any other coverage held by the District shall not contribute to any loss under the Local Project Sponsor's insurance. Coverage may be provided by a combination of primary and excess insurance policies, provided all insurers meet the requirements of this Section.

(b) All insurance shall cover occurrences during the coverage period.

(c) The coverage amount of each policy of insurance shall be as required by the Water Authority.

(1) The following insurance and limits are required for the contract:

Commercial General Liability: Coverage at least as broad as ISO form GC  
00 01 10 01

Limit per occurrence: \$1,000,000

(d) The insurance policies shall be endorsed as follows:

(1) For the general commercial liability as well as excess or umbrella insurance covering risks within the scope of that type insurance, the District, its directors, officers, employees and agents are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured. The Local Project Sponsor's insurance applies separately to each insured, including insureds added pursuant to this paragraph, against whom claim is made or suit is brought except with respect to the policy limits of liability. The inclusion of any person or entity as an insured shall not affect any right which the person or entity would have as a claimant if not so included. Any failure of the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added pursuant to this paragraph. The additional insured endorsement shall provide coverage at least as broad as ISO form CG 20 10 10 93.

(2) The Local Project Sponsor's insurance shall be primary. Any other insurance or self-insurance available to the District or persons stated in paragraph (1) shall be in excess of and shall not contribute to the Contractor's insurance.

(3) The insurance shall not be canceled or materially reduced in coverage except after 30 days prior written notice receipted delivery has been given to the District, except 10 days' notice shall be allowed for non-payment of premium.

(e) Unless otherwise specified, the insurance shall be provided by an acceptable insurance provider, as determined by the District, which satisfies the following minimum requirements: An insurance carrier admitted to do business in California and maintaining an agent for process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of “A- (A minus)” or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state and the program assures a financial capability at least equal to the required classification and size for admitted insurers.

(f) Certificates of insurance and endorsements shall be provided by the Local Project Sponsor and approved by the District before execution of the Contract. Endorsements may be provided on forms provided by the District, or substantially equivalent forms provided by the insurer.

(g) Additional Insured: All Consultants/Contractors performing the scope of work on behalf of the Local Project Sponsor shall name the District and State (including their directors, officers, employees, and agents) as an additional insured on their Commercial General Liability policy and the policy shall be endorsed with use of an ISO form CG 20 10 10 93 or equivalent.

**39. Contingent Fee:** The Local Project Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the subgrantee to solicit or secure this Agreement, and that the Local Project Sponsor has not paid or agreed to pay any company, or person, other than a bona fide employee or [INSERT UCI CONSULTANT IF APPLICABLE], working solely for the Local Project Sponsor, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the District shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or continent fee.

**40. Incorporation of Standard Conditions and Grantee Commitments:** The following exhibits are attached and made a part of this Agreement by this reference:

Exhibit A — Grant Agreement

Exhibit B — Work Plan

Exhibit C — Schedule

Exhibit D — Grant Budget

Exhibit E — Statewide Monitoring

**41. Laws and Venue:** This Agreement shall be interpreted in accordance with the laws of the state of California. If any action is brought to interpret or enforce any term of this Agreement the action shall be brought in a state or federal court in San Diego County.

**42. Assignment:** A Party shall not assign, sublet, or transfer this Agreement or any rights or interest in this Agreement without the written consent of the District, which may be withheld for any reason.

**43. Integration:** This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding should be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the Parties.

**44. Forced Delay:** Performance by any Party to this Agreement shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; government restrictions or priorities; litigation; unusually severe weather; inability to secure any necessary labor, materials or tools; delays of any contractor or supplier; acts of the other parties; or any other causes beyond the reasonable control of the party claiming an extension of time to perform. Any extension of time for any such cause shall be for the period of the forced delay and shall commence to run from the time of the commencement of the cause.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO  
AGREEMENT  
for the  
SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM  
BETWEEN  
BORREGO WATER DISTRICT  
AND  
UNIVERSITY OF CALIFORNIA IRVINE  
PROJECT NOS. [INSERT PROJECT ##]**

**Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below:

BORREGO WATER DISTRICT

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Steven M. Anderson  
Best Best & Krieger LLP

UNIVERSITY OF CALIFORNIA IRVINE

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**

**Grant Agreement**

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## **Exhibit B Work Plan**

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

Implementing Agency: University of California, Irvine (“UCI”)

Component 8 will provide essential data to the 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 UCI. 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 UCI 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 UCI. 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 UCI

**Exhibit C  
Schedule**

<b>Component 8: GDE Identification, Assessment, &amp; Monitoring</b>	<b>Start Date</b>	<b>End Date</b>
<b>(a) Grant Agreement Administration</b>	<b>1/1/2022</b>	<b>03/31/2025</b>
<b>(b) Environmental / Engineering / Design</b>	<b>8/1/2022</b>	<b>12/1/2022</b>
<b>(c) Implementation / Construction</b>	<b>12/1/2022</b>	<b>2/1/2024</b>
<b>(d) Monitoring / Assessment</b>	<b>2/1/2024</b>	<b>3/31/2025</b>
<b>(e) Education / Outreach</b>	<b>8/1/2022</b>	<b>3/31/2025</b>

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**Exhibit D  
Project Costs**

**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

<b>Budget Categories</b>	<b>Grant Amount</b>
(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
<b>Total:</b>	<b>\$1,036,741</b>

## **Exhibit E Monitoring Requirements**

### **Project Monitoring Plan Requirements**

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

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**AGREEMENT**  
**for the**  
**SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM**  
**BETWEEN**  
**BORREGO WATER DISTRICT**  
**AND**  
**BORREGO SPRINGS WATERMASTER**  
**PROJECT NOS. [INSERT PROJECT ##]**

This Agreement between the Borrego Water District, a California Water District (“District”), and Borrego Springs Watermaster (“Local Project Sponsor”) sets forth the understanding of the District and the Local Project Sponsor (collectively, “Parties”) for distribution of a grant award from the State of California Department of Water Resources (“DWR” or “State”).

**RECITALS**

1. In 2018, California voters approved Proposition 68, the Groundwater Treatment and Remediate Grant Program, which administered \$75 million from Chapter 11.1 for grants for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water.

2. In 2020, Proposition 68 was amended to add section 80146 to the Public Resources Code, authorizing the Legislature to appropriate General Obligation Bond funds for competitive grants for projects that address drought and groundwater investments to achieve regional sustainability; for investments in groundwater recharge with surface water, stormwater, recycled water, and other conjunctive use projects; and projects to prevent or clean up contamination of groundwater that serves as source of drinking water.

3. The California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) appropriates funds to the Department of Water Resources for grant awards, directed to projects that benefit critically overdrafted, medium priority, and high priority groundwater basins.

4. DWR is administering the Sustainable Groundwater Management (SGM) Grant Program Sustainable Groundwater Management Act (SGMA) Implementation using funds authorized by Proposition 68 and the California Budget Act of 2021 for projects that encourage sustainable management of groundwater resources that support SGMA and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects.

5. On [INSERT DATE], the District entered into a \$6,115,833 million dollar grant agreement with DWR for Proposition 68 funding awarded to the District (“Grant Agreement”), incorporated by reference and attached as **Exhibit A**. The Grant Agreement is effective as of [INSERT DATE]. The grant will assist in financing projects associated with the SGM Grant Program on a reimbursable basis.

6. The District now wishes to enter into this agreement to assist in reimbursing the Local Project Sponsor for its Projects, up to the amount set forth in the Grant Agreement for the specified Projects, with funds provided on a reimbursement basis to the District by DWR for SGM Grant Program implementation.

7. The work performed under this agreement by Local Project Sponsor is a valuable service to the District. The grant funds provided by DWR and the District to Local Project Sponsor are valuable consideration for the services provided.

## TERMS AND CONDITIONS

The Recitals are incorporated herein, and the Parties do agree as follows:

### 1. Definitions:

The following words and terms, unless otherwise defined, shall mean:

(a) Local Project Sponsor: Borrego Springs Watermaster, the proponent of two projects that will be funded as part of the Sustainable Groundwater Management (“SGM”) grant from the State.

(b) Grant Agreement: Grant Agreement No. 4600014652 between the District and the DWR, dated [INSERT DATE], for the disbursement of \$6,115,833 million dollars in grant funds.

(c) Projects: (i) Component 6: Biological Restoration of Fallowed Lands, and (ii) Component 7: Monitoring, Reporting and Groundwater Management Plan (“Projects”), which are two of the project components described in the Grant Agreement, each of which is under the responsibility of the Local Project Sponsor signing this Agreement with the District. The Work Plan for the Projects are provided in attached **Exhibit B**.

**2. Term of Agreement:** The term of this Agreement shall begin on the date of execution of this agreement. The term of this Agreement shall end no later than the termination date of the Grant Agreement, when all Parties’ obligations under this Agreement have been fully satisfied, or when the when the Agreement is terminated pursuant to the terms provided in this Agreement.

### 3. Budget Contingency:

(a) The District and the Local Project Sponsor shall have no obligation to perform under this Agreement if DWR does not provide funding through the Grant Agreement. Local Project Sponsor acknowledges that if funding for any fiscal year is reduced or eliminated by the DWR, the DWR at its option may either (1) cancel the Grant Agreement with no liability occurring to DWR or the District, or (2) amend the Grant Agreement to reflect the reduced amount of funding. If DWR amends the Grant Agreement, the District will offer to amend or terminate this Agreement to reflect the reduced funding by DWR. The Local Project Sponsor

agrees to timely complete its Projects and will be eligible for reimbursement only to the extent so allowed by DWR.

(b) If grant funding is eliminated by DWR, the District shall have no obligation to continue to sponsor the Projects and this Agreement shall be of no force and effect. In this event, Local Project Sponsor shall not be obligated to perform under the Agreement.

(c) The District shall not have an obligation to perform under this Agreement until the District and DWR have each executed the Grant Agreement. The Local Sponsor shall not receive advanced payments from the District for the Projects, regardless of whether DWR has allotted the grant to the District.

**4. Schedule:** The Local Sponsor shall complete its work for the Projects within the schedule set forth in the Grant Agreement, as also reflected in **Exhibit C**. If the Local Sponsor does not complete the work according to the schedule, DWR shall have the authority to reduce the grant according to the Local Sponsor's delay.

**5. Grant Amount:** The maximum amount payable by the District for these Projects shall not exceed the following amounts:

(i) Component 6: Biological Restoration of Fallowed Lands - \$755,340.00.

(ii) Component 7: Monitoring, Reporting and Groundwater Management Plan - \$1,983,250.00.

The District is not liable for reimbursement of any funds expended by the Local Project Sponsor beyond the grant amount stated above, nor for any costs expended by Local Project Sponsor outside the timeframes and other requirements of the Grant Agreement.

**6. Project Costs:** The reasonable total cost of each of the tasks for the Projects to be reimbursed to Local Project Sponsor through this Agreement are described in the Grant Agreement and also summarized in **Exhibit D**, Budget Table. The Project Costs may be amended by the Local Project Sponsor provided that the District gives reasonable approval and DWR gives final approval to such proposed amendments.

**7. Eligible Costs:**

(a) Eligible costs are only those described in the Grant Agreement. In general terms, these costs include the reasonable and necessary costs of engineering, design, legal, land and easement acquisition, preparation of environmental documentation, environmental mitigation, and project implementation. Only work performed after July 1, 2022 for Component 6 and January 1, 2022 for Component 7, shall be eligible for reimbursement. Costs incurred after March 31, 2022 are not eligible for reimbursement. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the Projects.

(b) Costs that are not reimbursable are described in the Grant Agreement and include, but are not limited to, the following:

- Costs incurred before July 1, 2022 for Component 6 and January 1, 2022 for Component 7
- Costs for preparing and filing a grant application and/or Spending Plan.
- Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- Operation and maintenance costs, including post construction performance and monitoring costs.
- Purchase of equipment not an integral part of a project.
- Establishing a reserve fund.
- Purchase of water supplies.
- Replacement of existing funding sources for ongoing programs.
- Travel and per diem costs, except for mileage.
- Support of existing agency requirements and mandates.
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- Meals, food items, or refreshments.
- Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- Overhead and indirect costs: “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee’s organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

**8. Local Project Sponsor Responsibilities:**

(a) The Local Project Sponsor must comply with this agreement in its entirety as well as all applicable terms of the Grant Agreement, including the obligation to maintain its Projects for the period set forward in the Grant Agreement. If the Local Project Sponsor does not meet this obligation, DWR, at its sole discretion, may either reduce funding or withhold funding pursuant to Section 9 of the Grant Agreement. After following the provisions of Paragraph 18, the District may seek all available remedies.

(b) The Local Project Sponsor warrants that the Projects meet all the requirements set forth in the 2021 SGM Grant Program SGMA Implementation Guidelines (pp. 7 through 13) (“2021 Guidelines”) and 2021 SGM Grant Program SGMA Implementation Proposal Solicitation Package.

(c) The Local Project Sponsor must submit any and all invoices, reports and other documents (collectively, “Project documentation”) associated with the Projects as required by the Grant Agreement. In particular, such Project documentation shall be provided to the District no later than forty-five (45) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by Paragraph 12, “Submission of Reports” and Exhibit A, “Work Plan” of the Grant Agreement detailed in Exhibit A. The District shall not be obligated to disburse any reimbursement funds it receives from DWR until all Project documents cited in this paragraph are given to the District, DWR gives final approval to them, and DWR actually provides the reimbursement amounts to the District. If the Local Project Sponsor does not deliver these Project documents on time, the payments to the Local Project Sponsor may be delayed or not honored pursuant to Section 9 of the Grant Agreement. If the Local Project Sponsor does not timely submit this Project documentation, the District may elect to pursue the remedies found in Paragraph 18.

(d) Local Project Sponsor shall comply with all public bidding and other requirements of the Grant Agreement (e.g., Exhibit D, para. D.11.). Local Project Sponsor shall be responsible for resolving all disputes arising out of its contracts for work including, but not limited to, bid disputes and payment disputes with its contractors and consultants or other entities. Neither DWR, the State of California, nor the District will mediate disputes between Local Project Sponsor and any other entity regarding performance of work.

(e) Local Project Sponsor shall be responsible for oversight and compliance of the Projects. Local Project Sponsor or its representatives shall perform regular inspections of work in progress. Local Project Sponsor must submit a timely bi-weekly reports of its oversight, compliance, and inspections to the District. If the Local Project Sponsor does not submit these reports or fails to do so in a timely manner, the District may elect to pursue the remedies found in Paragraph 18.

(f) Subject to section 8(a), above, Local Project Sponsor is solely responsible for implementation of the Projects. Any review or approval of plans, specifications, bid documents, or other documents by the District is solely for the purpose of proper administration of grant funds and shall not relieve or limit responsibilities of Local Project Sponsor with regard to its contractual obligations.

(g) The Local Project Sponsor shall maintain and operate the facility and structures constructed or improved as part of the project throughout the useful life of the project, consistent with the purposes for which this grant was made. The Local Project Sponsor assumes all operations and maintenance costs of the facilities and structures. Neither the District nor DWR shall be liable for any cost of such maintenance, management, or operation during any point of the Project's life. Operation costs include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. Maintenance costs include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

**9. Independent Capacity:** In the performance of this Agreement, Local Project Sponsor, its officers, agents, contractors, volunteers, and employees shall act in an independent capacity and not as officers, employees, or agents of the District.

**10. Compliance with Terms:** Local Project Sponsor shall comply with all terms, and conditions of the Grant Agreement attached as **Exhibit A**. If the Local Project Sponsor does not timely comply with these terms, the Local Project Sponsor may be in danger of not receiving reimbursement from the DWR grant, at DWR's sole discretion. If the Local Project Sponsor does not comply with these terms, the District may also elect to pursue the remedies found in Paragraph 18. In case of inconsistency between the terms of this Agreement and the Grant Agreement, the Grant Agreement terms shall control.

**11. Acknowledgement of Sponsorship:** Local Project Sponsor shall include appropriate acknowledgement to the District, DWR, and all cost-sharing partners for their support when promoting the SGM Grant Program or associated grant funded projects, or using any data and/or information developed under this Agreement. During implementation of the Projects, Local Project Sponsor shall, if applicable, install a sign at a prominent location which shall include a statement that the Project has received funds from the District. Local Project Sponsor shall notify the District as each sign has been erected by providing it with a site map with the sign location noted and a photograph of each sign. Local Project Sponsor also shall include appropriate acknowledgement in its public outreach information, including, if applicable, its Project website.

**12. Requirements for Disbursement:**

(a) Local Project Sponsor shall meet all conditions precedent to the disbursement of funds as listed below and in the Grant Agreement. Local Project Sponsor may be in danger of not receiving all grant funds given from DWR at DWR's sole discretion if they fail to comply by this date. For disbursements of funds for each Project, Local Project Sponsor shall continue to meet the conditions for disbursement, paragraph 14, Disbursement by DWR and Payment by the District. If Local Project Sponsor fails to do so, the District may elect to pursue the remedies found in Paragraph 18. Local Project Sponsor acknowledges that the State hold the primary responsibility for determining whether Projects, and their individual components, meet Grant requirements and are eligible for reimbursement.

i. Local Project Sponsor shall ensure the availability of sufficient funds/cash flow/liquidity to complete its Projects identified in this Agreement (Exhibit B).

ii. Local Projects Sponsor shall comply with all applicable requirements of the California Environmental Quality Act (“CEQA”), including preparing draft CEQA compliance documents for review and approval by the District and DWR, to the extent the Local Project Sponsor is not a public agency. Any Local Project Sponsor that is a public agency shall complete its own CEQA compliance as lead agency. With the assistance of the Local Project Sponsor, including the submission of draft CEQA compliance documents to the District, the District shall also conduct CEQA compliance, whether as lead agency or responsible agency, depending upon the circumstances. Costs associated with the District’s CEQA compliance shall be reimbursed to the District either by way of the grant, if available, or the Local Project Sponsor. Before construction or implementation begins on a project, Local Project Sponsor shall submit to the District copies of environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, and environmental permits that are required. Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received and approved (if legally required as a responsible agency or otherwise) by the District and the State. Alternatively, the Local Project Sponsor shall notify the District if they believe their activities qualify for a CEQA exemption. If CEQA compliance by the Local Project Sponsor has been completed at the time this Agreement is executed, once the District 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 DWR decide to not provide reimbursement for the Project due to failure to comply with CEQA or otherwise, this Agreement will be terminated. Any work subject to CEQA that proceeds prior to the State’s and District’s review and approval process being completed, will not be reimbursed and the amount will be reduced from the award amount. The Local Project Sponsor must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation. The Local Project Sponsor’s CEQA and NEPA compliance is also subject to DWR’s review and approval process pursuant to Section 5(C) of the Grant Agreement. The Local Project Sponsor may not commence the Project until the District gives reasonable approval and DWR gives final approval of these documents.

iii. For the term of the Agreement, Local Project Sponsor shall submit timely periodic progress reports as required by Grant Agreement, Paragraph 21, Submission of Reports. If the Local Project Sponsor does not turn in these reports or fails to do so in a timely manner, the Local Project Sponsor may be in danger of not receiving reimbursement funds, at DWR’s sole discretion. If the Local Project Sponsor does not comply with these terms, the District may also elect to pursue the remedies found in Paragraph 18.

(b) Before disbursement of funds by DWR or the District, Local Project Sponsor shall submit to the District, a written statement that all necessary permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies as specified in paragraph 26, Permits, Licenses, Approvals, and Compliance with Laws, have been obtained.

**13. Quarterly Invoices:** Consistent with Section 12 of the Grant Agreement, Local Project Sponsor shall timely submit invoices with their Quarterly Reports to the District, which shall in turn send the invoices to DWR. If the Local Project Sponsor fails to timely submit its invoices, the District and DWR, at their sole discretion, may reduce funding, withhold funding, or terminate this Agreement in its entirety. Invoices shall be presented in the formats described in the applicable portion of Exhibit F, “Report Formats and Requirements” of the Grant Agreement and include the following information:

- A. Costs incurred for work performed in implementing the Projects during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a Project during the period identified in the particular invoice for the implementation of a Project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, “Budget”. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s funding amount, as depicted in Paragraph 3, “Grant Amount”.
  - v. Original signature and date (in ink) of the Local Project Sponsor’s representative.

Local Project Sponsor must submit the original and three (3) copies of the invoice to the following address:

Geoff Poole  
Borrego Water District  
806 Palm Canyon Drive  
Borrego Springs, CA 92004

With a copy also sent by email to: [Geoff@borregowd.org](mailto:Geoff@borregowd.org)

Failure to use the mailing address exactly as provided in this paragraph may result in return of the invoice to Local Project Sponsor.

**14. Disbursement by State and Payment by the District:** Following the receipt of grant funds reimbursement checks from DWR, the District will disburse to the Local Project Sponsor the approved amounts for each of its Projects subject to the availability of funds through normal DWR processes as described in the Grant Agreement Section 6. The District shall forward the appropriate amount of reimbursed funds to the Local Project Sponsor. All money disbursed by DWR under the Grant Agreement and all interest earned by the District shall be used solely to pay eligible costs. Within thirty (30) days of receipt of funds from DWR, the District shall disburse the funds to the Local Project Sponsor. Neither the District nor the DWR will provide advanced payments to the Local Project Sponsor, except as specifically agreed to in writing by formal action of the District Board of Directors or DWR.

**15. Method of Payment:** Consistent with Section 8 of the Grant Agreement, DWR will disburse the whole or portions of funding to District for the benefit of the Local Project Sponsor, following receipt from the District and, as applicable, Local Project Sponsor via US mail or Express mail delivery of a “wet signature” invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required. Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than forty-five (45) days following the end of the calendar. DWR will notify the District and the Local Project Sponsor, in a timely manner, whenever, upon review of an Invoice, DWR determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to DWR. The Local Project Sponsor may, within twenty (20) calendar days of the date of receipt of such notice, submit additional documentation to District and DWR to cure such deficiency(ies). If the Local Project Sponsor fails to submit adequate documentation curing the deficiency(ies), District and/or DWR will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Local Project Sponsor shall include the following information:

1. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Local Project Sponsor must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

- i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
- ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Grant Agreement, Exhibit D, "Project Costs". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- ii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
- iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the DWR's funding amount, as depicted in Paragraph 5, "Grant Amount".

Original signature and date (in ink) of the Local Project Sponsor's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Christopher Martinez at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Geoff Poole at geoff@borregowd.com. The District shall be cc'd on all invoices submitted by Local Project Sponsor to the State.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein and in the Grant Agreement. The Local Project Sponsor shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Local Project Sponsor is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds. Additionally, DWR may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

## **16. Accounting and Deposit of Grant Disbursement:**

- (a) Separate Accounting of Grant Disbursement and Interest Records: Local Project Sponsor shall:
  - i. Account for the money and in-kind services disbursed pursuant to this Agreement separately from all other funds.
  - ii. Maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices.

iii. Keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of funds.

iv. Require its contractors, consultants, and subcontractors, or others employed in the work 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 District or DWR at all reasonable times.

(b) Fiscal Management Systems and Accounting Standards: Local Project Sponsor's fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law, this Agreement or the Grant Agreement.

(c) Remittance of Unexpended Funds: Within forty-five (45) calendar days of the final disbursement from the District, Local Project Sponsor shall remit to the District any unexpended funds that were disbursed to Local Project Sponsor and were not needed to pay Eligible Project Costs.

**17. Continuing Eligibility:** The Local Project Sponsor must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive funds:

- a) The Local Project Sponsor must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
- b) Local Project Sponsor must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
- c) If the Local Project Sponsor diverting surface water, the Local Project Sponsor must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
- d) If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).

If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.

**18. Default Provisions:**

(a) Local Project Sponsor will be in default under this Agreement if any of the following occur:

- i. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the Local Project Sponsor and the District evidencing or securing the Local Project Sponsor's obligations;

- ii. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement;
- iii. Failure to operate or maintain the Project in accordance with this Agreement.
- iv. Failure to make any remittance required by this Agreement, including any remittance recommended as the result of an audit.
- v. Failure to submit quarterly progress reports.
- vi. Failure to routinely invoice the District.
- vii. Failure to meet any of the requirements set forth in “Continuing Eligibility.”

Should an event of default occur, the District shall provide a notice of default to the Local Project Sponsor and shall give the Local Project Sponsor at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Local Project Sponsor and by email to the members of the Watermaster Board as specified in Paragraph 34 thereof. If the Local Project Sponsor fails to cure the default within the time prescribed by the District, the District may do any of the following:

- i. Declare the funding be immediately repaid.
- ii. Terminate any obligation to make future payments to the Local Project Sponsor.
- iii. Terminate the Local Project Sponsor.
- iv. Take any other action that it deems necessary to protect its interests.

In the event the District finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Local Project Sponsor agrees to pay all costs incurred by the District including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

#### **19. Disputes:**

(a) If the District disputes an invoice submitted by Local Project Sponsor, the District may withhold payment in good faith until the dispute is resolved or a corrected invoice is submitted.

(b) Any claim by Local Project Sponsor regarding the performance of this Agreement shall be submitted to the District Project Manager within thirty (30) calendar days of Local Project Sponsor's knowledge of the claim. The Local Project Sponsor and the District shall then attempt to promptly negotiate a resolution of such claim.

**20. Submission of Reports:** All reports shall be submitted to the District's Project Manager [OR INSERT APPLICABLE PERSONNEL]. The submittal and approval of all reports is a requirement for the successful completion of this Agreement. Reports shall be submitted in both electronic and hard copy forms, shall meet generally accepted professional

standards for technical reporting, and shall be proofread for content and accuracy before submission. Local Project Sponsor shall promptly provide any additional information requested by the District for approval of reports. Reports shall be presented in the formats described in Exhibit F of the Grant Agreement. The submittal and approval of reports is a requirement for initial and continued disbursement of State funds. Submittal of a Project Completion Report for each project listed in Exhibit A is a requirement for the release of any retention.

(a) **Quarterly Reports:** The Local Project Sponsor shall submit Quarterly Progress Reports to meet the District's requirement for disbursement of funds. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Local Project Sponsor activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the District no later than November 30, 2022 with future reports then due on successive three-month increments based on the invoicing schedule and this date.

(b) **Component Completion Report(s):** The Local Project Sponsor shall prepare and submit to the District a separate Component Completion Report for each component included in Exhibit B, "Work Plan". The Local Project Sponsor shall submit a Component Completion Report within seventy-five (75) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate).

(c) **Grant Completion Report:** Upon completion of the Project included in Exhibit B, "Work Plan" the Local Project Sponsor shall submit to the District a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Agreement, as outlined in Exhibit F, "Report Formats and Requirements" of the Grant Agreement. Retention for the last project to be completed as part of this Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the District.

(d) **Post Performance Reports:** Local Project Sponsor shall submit a Post-Performance Report to the District within 60 calendar days after the first year following the completion of the Project has elapsed. In subsequent years, all Post Performance Reports shall be submitted, no later than May 1 of each year. This record-keeping and reporting process shall be repeated for each project annually for a total of 3 years after the Project is completed.

**21. Audits:** The District reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the Grant Agreement Program, with the costs of such audit to be borne by the Local Project Sponsor. After completion of the Program, the District may either conduct a final audit at the Local Project Sponsor's expense, require that Local Project Sponsor complete a final audit, or require a copy of the Local Project Sponsor's

general annual audits as they pertain to the Project. The audit will be conducted with a report prepared by an independent Certified Public Accountant.

**22. Inspection of Books, Records and Reports:** During regular business hours, the District and its authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Agreement. Local Project Sponsor shall maintain and make available at all times for such inspection, accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by Local Project Sponsor to comply with this provision shall be considered a breach of this Agreement, and the District may withhold disbursements to Local Project Sponsor, terminate this Agreement, or take any action or enforce any remedy to protect its interests.

**23. Rights in Data:** Local Project Sponsor 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 Agreement shall be in the public domain. Local Project Sponsor may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to State for financial support. Local Project Sponsor shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

**24. Monitoring Requirements:**

(a) **Project Monitoring Requirements:** As required in Exhibit B, “Work Plan”, a Monitoring Plan shall be submitted to the District prior to disbursement of funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit E, “Monitoring and Maintenance Plan Components”. The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.

(b) **Statewide Monitoring Requirements:** The Local Project Sponsor shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

**25. Permits, Licenses, Approvals, and Compliance with Laws:** Local Project Sponsor shall ensure all permits, licenses, and approvals required for performing their obligations under this Agreement are obtained, and shall comply with all applicable federal, state, and local laws, rules, and regulations, guidelines, including 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 and requirements for each project described in Exhibit A.

**26. Drug-Free Workplace Requirements:** Local Project Sponsor, its contractors and subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and will provide a drug-free workplace.

**27. Prevailing Wages :** Local Project Sponsor shall comply with provisions of the California Labor Code (Section 1720 et seq.) regarding payment of prevailing wages for public works projects.

**28. Notification of the District:** For each project, Local Project Sponsor shall promptly notify the District in writing of the following occurrences:

a. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. Local Project Sponsor agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the District and District has given written approval of such change.

b. Any public or media event publicizing the accomplishments or results of this Agreement that provide the opportunity for the District representatives to attend and participate. Local Project Sponsor shall notify the District at least sixteen (16) calendar days before the event.

c. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Local Project Sponsor agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Local Project Sponsor agrees to implement appropriate actions as directed by the State.

e. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.

f. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer. The Local Project Sponsor shall notify the District's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the District the opportunity to participate in the inspection.

g. Completion of work on the Project.

**29. Disposition of Equipment:** Not less than forty-five (45) days before submission of its final invoice, Local Project Sponsor shall provide to the District a final inventory of equipment purchased with grant funds provided by State. Local Project Sponsor shall consult with the District on the scope of the inventory not less than seventy-five (75) days before the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within sixty (60) days of receipt of the inventory, Local Project Sponsor will provide District with a list of the items on the inventory to which Local Project Sponsor will take title. All other items shall become the property of Local

Project Sponsor. District or State will arrange for delivery from Local Project Sponsor of items to which it takes title.

**30. Operation and Maintenance of Projects:**

(a) For the useful life of the Projects and in consideration of the Grant made by DWR, Local Project Sponsor shall ensure the commencement and continued operation of the Projects, and shall ensure the Projects are operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary for the efficient operation of the same are provided: and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. All operations and maintenance costs of the facilities and structures shall be the responsibility of Local Project Sponsor for its project(s) for the entirety of the project's life. DWR or District shall not be liable for any cost of maintenance, management, or operation of the project for the project's entire life.

(b) For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Local Project Sponsor to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the District, be considered a breach of this Agreement and may be treated as default under paragraph 18.

**31. Retention of Records:** Local Project Sponsor shall retain all records that are relevant to this Agreement for a period of 3 years after submission of the Post-Performance Report.

**32. Project Managers:** Any party may change its Project Manager upon written notice to the other parties.

(a) The District's Project Manager shall be Geoff Poole, General Manager. The District's Project Manager shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of the District, including authority to execute all payment requests.

(b) Local Project Sponsor's Project Manager, Samantha Adams, Watermaster Executive Director, shall be its representative for the administration of this Agreement and shall have full authority to act on behalf of Local Project Sponsor, including authority to execute all payment requests.

**34. Notices:** All notice, demand, request, consent, or approval that any party desires or is requested to give to one or more of the other parties shall be in writing. Notices may be sent by mail, courier, electronic mail or any other means of delivery. Notices delivered by mail shall be deemed delivered 2 days after deposit in the mail, by next-day courier shall be deemed delivered 1 day after deposit with the courier, and by electronic means shall be deemed delivered upon electronic delivery if within regular business hours of the recipient party. Any party may,

by written notice to the others, designate a different address that shall be substituted for the one below.

Borrego Water District  
Attn: Geoff Poole  
806 Palm Canyon Drive  
Borrego Springs, CA 92004

Borrego Springs Watermaster  
c/o West Yost Associates  
23692 Birtcher Drive  
Lake Forest, California 92630  
Attention: Samantha Adams

[copy to]

James L. Markman  
P.O. Box 1059  
Brea, California 92821

and with email copies to each member of the Borrego Springs Watermaster Board at their current email addresses provided by Watermaster.

**35. Amendment:** All amendments or modification of this Agreement shall be in writing and signed by the Parties. No oral understanding or agreement not incorporated in the Agreement is binding on the parties.

**36. Severability of Unenforceable Provision:** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

**37. Indemnity — Hold Harmless:**

(a) To the fullest extent permitted by law, the Local Project Sponsor shall (1) immediately defend, and (2) indemnify the District, and DWR and their directors, officers, and employees (collectively “Indemnified Parties”) from and against all liabilities regardless of nature or type arising out of or resulting from Local Project Sponsor’s performance of services under this contract, or any negligent or wrongful act or omission of the Local Project Sponsor or Local Project Sponsor’s officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. The Local Project Sponsor’s obligation to indemnify applies unless it is adjudicated that its liability was caused by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, the Local Project Sponsor’s

indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) The duty to defend is a separate and distinct obligation from the Local Project Sponsor's duty to indemnify. The Local Project Sponsor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings arising out of or resulting from Local Project Sponsor's performance of services under this contract, or any negligent or wrongful act or omission of the Local Project Sponsor or Local Project Sponsor's officers, employees, agents, or subcontractors, with counsel approved by the District and DWR, the Indemnified Parties, immediately upon tender to the Local Project Sponsor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established, unless caused by the negligence or willful misconduct of an Indemnified Party or any third-party not under the control or supervision of the Local Project Sponsor. Local Project Sponsor shall have no duty to defend the Indemnified Parties if the claim is related to an allegation or determination of comparative negligence or willful misconduct by an Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals.

(c) The review, acceptance or approval of the Local Project Sponsor's work or work product by any Indemnified Party shall not affect, relieve or reduce the Local Project Sponsor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

**38. Insurance:**

(a) The Local Project Sponsor shall procure and maintain during the period of performance of this Agreement, insurance from insurance companies admitted to do business in the State of California, as set forth in this Section. These policies shall be primary insurance as to the District so that any other coverage held by the District shall not contribute to any loss under the Local Project Sponsor's insurance. Coverage may be provided by a combination of primary and excess insurance policies, provided all insurers meet the requirements of this Section.

(b) All insurance shall cover occurrences during the coverage period.

(c) The coverage amount of each policy of insurance shall be as required by the Water Authority.

(1) The following insurance and limits are required for the contract:

Commercial General Liability: Coverage at least as broad as ISO form GC

00 01 10 01

Limit per occurrence: \$1,000,000

(d) The insurance policies shall be endorsed as follows:

(1) For the general commercial liability as well as excess or umbrella insurance covering risks within the scope of that type insurance, the District, its directors, officers, employees and agents are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and activities performed by or on behalf of the Named Insured. The Local Project Sponsor's insurance applies separately to each insured, including insureds added pursuant to this paragraph, against whom claim is made or suit is brought except with respect to the policy limits of liability. The inclusion of any person or entity as an insured shall not affect any right which the person or entity would have as a claimant if not so included. Any failure of the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the insureds added pursuant to this paragraph. The additional insured endorsement shall provide coverage at least as broad as ISO form CG 20 10 10 93.

(2) The Local Project Sponsor's insurance shall be primary. Any other insurance or self-insurance available to the District or persons stated in paragraph (1) shall be in excess of and shall not contribute to the Contractor's insurance.

(3) The insurance shall not be canceled or materially reduced in coverage except after 30 days prior written notice receipted delivery has been given to the District, except 10 days' notice shall be allowed for non-payment of premium.

(e) Unless otherwise specified, the insurance shall be provided by an acceptable insurance provider, as determined by the District, which satisfies the following minimum requirements: An insurance carrier admitted to do business in California and maintaining an agent for process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A- (A minus)" or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state and the program assures a financial capability at least equal to the required classification and size for admitted insurers.

(f) Certificates of insurance and endorsements shall be provided by the Local Project Sponsor and approved by the District before execution of the Contract. Endorsements may be provided on forms provided by the District, or substantially equivalent forms provided by the insurer.

(g) Additional Insured: All Consultants/Contractors performing the scope of work on behalf of the Local Project Sponsor shall name the District and State (including their directors, officers, employees, and agents) as an additional insured on their Commercial General Liability policy and the policy shall be endorsed with use of an ISO form CG 20 10 10 93 or equivalent.

**39. Contingent Fee:** The Local Project Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the subgrantee to solicit or secure this Agreement, and that the Local Project Sponsor has not paid or agreed to pay any company, or person, other than a bona fide employee or Watermaster

consultant West Yost Associates or any other Watermaster vendor, working solely for the Local Project Sponsor, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the District shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or continent fee.

**40. Incorporation of Standard Conditions and Grantee Commitments:** The following exhibits are attached and made a part of this Agreement by this reference:

Exhibit A — Grant Agreement

Exhibit B — Work Plan

Exhibit C — Schedule

Exhibit D — Grant Budget

Exhibit E — Statewide Monitoring

**41. Laws and Venue:** This Agreement shall be interpreted in accordance with the laws of the state of California. If any action is brought to interpret or enforce any term of this Agreement the action shall be brought in a state or federal court in San Diego County.

**42. Assignment:** A Party shall not assign, sublet, or transfer this Agreement or any rights or interest in this Agreement without the written consent of the District, which may be withheld for any reason.

**43. Integration:** This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding should be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the Parties.

**44. Forced Delay:** Performance by any Party to this Agreement shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; government restrictions or priorities; litigation; unusually severe weather; inability to secure any necessary labor, materials or tools; delays of any contractor or supplier; acts of the other parties; or any other causes beyond the reasonable control of the party claiming an extension of time to perform. Any extension of time for any such cause shall be for the period of the forced delay and shall commence to run from the time of the commencement of the cause.

**45. Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO  
AGREEMENT  
for the  
SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM  
BETWEEN  
BORREGO WATER DISTRICT  
AND  
BORREGO SPRINGS WATERMASTER  
PROJECT NOS. [INSERT PROJECT ##]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below:

BORREGO WATER DISTRICT

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Steven M. Anderson

Best Best & Krieger LLP

BORREGO SPRINGS WATERMASTER

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**

**Grant Agreement**

## **Exhibit B Work Plan**

### **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: Surface Water Flow Monitoring**

Implement a surface water monitoring program to collect data that can be used in the Borrego Valley Hydrologic Model (BVHM) to assess Basin recharge and the Sustainable Yield. Perform the surface-water discharge monitoring on Coyote Creek, as described in the GMP, and expand the surface-water discharge station, as described in Task 4.

Deliverables:

- Surface Water Flow Data delivered to CEDEN

**Task 10: 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 11: 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 12: 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 13: 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 14: 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 Board Meetings, TAC Meetings, Interested Party Workshops and Open Houses, and maintain website. Conduct a minimum of 3 Board Meetings, 3 TAC Meetings, 2 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.

**Exhibit C  
Schedule**

<b>Component 6: Biological Restoration of Fallowed Lands</b>		
(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
<b>Component 7: Monitoring, Reporting, and GMP Update</b>		
(a) Grant Agreement Administration	1/1/2022	3/31/2025
(b) Environmental / Engineering / Design	8/1/2022	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

**Exhibit D  
Project Costs**

**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
<b>Total:</b>	<b>\$755,340</b>

**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	\$50,000
(c) Implementation / Construction	\$379,000
(d) Monitoring / Assessment	\$1,167,250
(e) Engagement / Outreach	\$250,000
<b>Total:</b>	<b>\$1,983,250</b>

## **Exhibit E Monitoring Requirements**

### **Project Monitoring Plan Requirements**

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

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
DECEMBER 13, 2022  
AGENDA ITEM II.E

December 6, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager/David Dale, PE District Engineer

SUBJECT: Approval to Award Labor Compliance Consulting and Monitoring Services to Labor Compliance Consultants of Southern California, LLC for the Tank Replacement and Diesel Engine Upgrade Project

**RECOMMENDED ACTION:**

Approve and Award Labor Compliance Consulting and Monitoring Services to Labor Compliance Consultants of Southern California, LLC for the Tank Replacement and Diesel Engine Upgrade Project in the amount of \$22,400.

**ITEM EXPLANATION:**

The District received a grant in the amount of \$2,048,362.00 for the Tank Replacement and Diesel Engine Upgrade Project. From the full grant of \$2,048,362, there is included \$52,170 for allowances related to soft costs (Engineering, Construction Management, Geotechnical Testing, Labor Compliance, etc.).

The funding agreement requires that the District perform labor compliance to ensure that the contractor is complying with State laws related to paying prevailing wages. This project will require that the Contractor pay the State prevailing wage rates.

This type of labor compliance is a specialty field requiring special knowledge and experience. It is recommended to use a consultant for this type of work.

On June 6, 2022 the Construction Loan Forgiveness Agreement (No. SWRCBD200010017) by and between the Borrego Water District and the California State Water Resources Control Board was executed for the project.

The following table is an excerpt from the funding agreement:

. The following table shows the breakdown of the original costs in the grant:

#### 4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$1,814,720.00	\$1,814,720.00
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$181,472.00	\$181,472.00
Allowances (Soft Costs)	\$52,170.00	\$52,170.00
TOTAL	\$2,048,362.00	\$2,048,362.00

The District publicly advertised the project and contacted three tank companies during the bidding process to solicit interest in the project. Bids were opened on August 23, 2022 at 2:00 p.m. at the District office. The district received one bid:

1. Superior Tank Co., Inc. \$2,886,086.00

As of August 2022, the Engineer's Estimate was \$3,068,100.00. The estimate in 2020 was \$1,814,720 and in October 2021 was \$2,542,100.00. The increase in the estimate is due to inflation in costs for construction from 2020 to August 2022. Discussions with the State funding agency suggest that additional funding is available to cover the increased costs for the project. A Final Budget Approval form has been filled out and will be submitted to the State for review.

The new grant request will now be \$3,349,694, which includes \$2,886,086 in construction costs, \$288,608 for contingencies (10% of construction costs for changes in the project during construction, or change orders), \$15,000 for land acquisition, \$90,000 in design costs to be reimbursed to the District, \$55,000 in construction management and \$15,000 for District administration costs. The total grant request is now **\$3,349,694.00**.

The District received the attached proposal for labor compliance.

#### NEXT STEPS

Upon approval, a contract will be prepared and sent out. After approval of the contract documents, the contract will be signed by the General Manager.

#### FISCAL IMPACT

The approved grant agreement has budgeted \$52,170 for soft costs for this project.

#### ATTACHMENTS

1. Proposal from Labor Compliance Consultants of Southern California, LLC dated November 14, 2022



# **PROPOSAL**

**Labor Compliance Consulting and Monitoring Services  
To**

**Borrego Water District**

**For**

**Borrego Water District Tanks Replacement and Diesel Engine  
Upgrade Project**

**November 14, 2022**

**Prepared by: Crystal Ransdell**

**Labor Compliance Consultants Of  
Southern California LLC  
P.O. Box 15937  
San Diego, CA 92175  
(760) 791-6914**

**Requested by:  
David Dale  
Borrego Water District  
806 Palm Canyon Drive  
Borrego Springs, CA 92004**

## I. EXECUTIVE SUMMARY

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### HISTORY OF FIRM & SUMMARY OF QUALIFICATIONS

**Labor Compliance Consultants of Southern California** (LCCSC) is a consulting firm offering Labor Standards Compliance Consulting and Contractor Monitoring services to both private and public-sector clients in Southern California and Western Arizona. LCCSC recommends and will perform training in office to all the contractor's labor compliance staff and supervisors. We have a staff of trained and experienced labor compliance monitors and interviewers.

LCCSC has provided labor compliance consulting services to our governmental sector clients in ensuring Federal and State of California Labor Standards Compliance on many of their public works projects. The Staff of LCCSC has attended several training sessions pertaining to the California Department of Industrial Relations prevailing wage requirements for public works projects and has attended two Labor Compliance Program seminar trainings at Fresno State University. Individual training by Ms. Karen Belcher with the Department of Apprenticeship Standards has provided up to date training per the California Labor Code § 1777.5, the apprenticeship requirements, to the LCCSC Staff. Additionally, the LCCSC Staff has attended numerous training sessions provided by the Housing and Urban Development Department for public works projects. The training sessions reviewed compliance with Davis Bacon and Related Acts and Wage Guidelines. LCCSC maintains a bilingual Labor Standards Compliance Staff for onsite worker interviews to assist in facilitating accurate data collection and reporting.

LCCSC has provided Labor Standards Compliance Services for the cities of Westmorland, Brawley, Imperial, Holtville, Calexico and El Centro in addition to the County of Imperial. LCCSC has provided Labor Standards Compliance Services for private clients, including but not limited to Chelsea Investment Corporation, Emmerson Construction, TCI Construction, Trademark Construction, and JMR Construction of Chattanooga Tennessee. LCCSC has provided Labor Standards Compliance Services for several types of infrastructure related projects including but not limited to building construction, water, sewer and storm infrastructure improvements, roadway improvements and various others construction related projects.

LCCSC has performed the monitoring activities of the 3<sup>rd</sup> Party Labor Compliance Program operations for the Calexico Unified School District has performed as Labor Compliance Monitor for the City of Brawley's LCP for the park project funded through proposition 84 bonds. LCCSC has performed the Labor Compliance Monitoring for the City of El Centro's LCP for the Skate Park project also funded through proposition 84 bonds. A list of labor standards compliance projects is included herein.

**PRIMARY CONTACT**

Ms. Crystal Ransdell  
Senior Labor Standards Compliance Officer  
P.O. Box 15937  
San Diego, CA 92175  
(760) 791-6914  
[cransdell@lccsc.net](mailto:cransdell@lccsc.net)

**ORGANIZATIONAL CHART**

**Ms. Crystal Ransdell, CFO**  
Senior Labor Compliance Officer  
CPR / DIR / DBRA Specialist  
Section 3 Specialist

**Ms. Jennifer Dupont, Office Manager**  
Senior Labor Compliance Officer  
CPR / DIR / DBRA Specialist  
Section 3 Specialist

**PROJECT TEAM HIGHLIGHTS:**

LCCSC is a professional services firm well-seasoned in Labor Standards Compliance. LCCSC’s labor compliance staff has worked on various construction projects in the Imperial County. Therefore, LCCSC would be highly sensitive to the needs of our clients in Southern California and Western Arizona.

**LCCSC IS DBE CERTIFIED AND SWBE CERTIFIED FIRM ID 44834**

**EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

To provide employment and advancement opportunities to all individuals, employment decisions at Labor Compliance Consultants of Southern California are based on merit, qualifications, and abilities. Except where required or permitted by law, employment practices are not influenced or affected by an applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

**II. PROJECT APPROACH & SCOPE OF WORK**

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LCCSC shall be responsible for assisting **Borrego Water District** with activities needed to ensure that workers employed by the Prime Contractor and any subcontractors are hired and paid in compliance with all applicable State and Federal Laws. Mrs. Ransdell shall serve as the contact person for all issues related to labor standards compliance pertaining to this project.

**The project consists of the Labor Compliance Monitoring for**

**Borrego Water District Tanks Replacement and Diesel Engine Upgrade project, with an estimated construction cost of \$2,886,086 and approximately 365 calendar days under construction.**

Many different subcontractors and worker classifications will be present at the site which may require a substantial amount of Labor Standards Compliance oversight. It is critical that the labor compliance officers be involved at the commencement of the project to ensure timely compliance with the various aspects of labor standards compliance laws. Mrs. Ransdell shall prepare the current wage decisions and

**The estimated construction time is three hundred sixty-five (365) calendar days from the date on the notice to proceed. The labor standards activities are expected to extend for a total of fourteen (14) months. Twelve (12) months of construction activities and two (2) months following completion of the construction to obtain the final documentation from all contractors and subcontractors.**

review the construction contract to ensure the required contract verbiage is included in the prime contractor's contract with his subcontractors.

**Labor Standards Compliance Services will include the following:**

**A. Wage Decisions Monitoring**

LCCSC shall obtain the applicable Federal Wage Decisions from the awarding agency as required and monitor any modification and applicable changes to the various worker classifications applicable to this project. LCCSC shall notify **Borrego Water District** of any modifications made to worker wage decisions.

## B. Contractor Eligibility, Certifications and Pre-Construction Conference

LCCSC will perform the following duties:

1. LCCSC shall research all bidding General Contractors to ensure they are not debarred. Following the bid openings and the project award, LCCSC shall verify the General Contractor and sub-contractor's eligibility through the Federal debarment lists.
2. LCCSC shall attend the Pre-Construction Conference and provide a labor standards compliance handout of the Department of Labor information pertaining to public works projects. LCCSC shall be made available for further consultation by telephone or email and labor standards compliance training as requested. LCCSC recommends that a pre-construction training session concerning labor standards provision, administration, and enforcement be conducted.
3. LCCSC shall make available to the contractors and sub-contractors the required forms, documentation and contract language requirements.

## C. Monitoring of Certified Payroll Reports, On Site Employee Interviews, and Progress Payment Review Assistance.

1. **Payroll Reviews:** LCCSC shall review certified payroll reports and ensure compliance with federal regulations. Submitted payrolls shall be reviewed promptly for compliance with applicable labor standards. LCCSC will review fringe benefits, deductions, and computations verifying that all required information is provided. Comments and correction notices pertaining to the submitted subcontractor documentation shall be forwarded to **Borrego Water District** and the Prime Contractor promptly.
2. **Employee Interviews:** LCCSC will be responsible for conducting on-site interviews with various employees of the contractor/sub-contractors to include at least ten percent (10%) of the workers in all job classifications to be compared against applicable payrolls for compliance with wage decisions.
3. **Request for Information:** LCCSC shall inform **Borrego Water District** in writing, immediately upon receipt of a Request for Information (RFI) from an individual or individuals requesting

copies of any forms or documents. LCCSC shall respond accordingly to all RFI's received on behalf of **Borrego Water District**, the Prime Contractor, and all subcontractors.

4. **Progress Payment Review Assistance:** LCCSC shall assist **Borrego Water District** and Prime Contractor to ensure compliance with labor standards. Once each month LCCSC will perform a complete review of all labor compliance files and will prepare an End of the Month Report (EOM) and forward to **Borrego Water District** and Prime Contractor informing of the status of the labor compliance files. When contractors are delinquent or tardy in providing labor compliance documentation, it will be noted and LCCSC will inform **Borrego Water District** department so they may withhold progress payment as needed.

#### **D. Correction of Violations**

In the event that non-compliance of labor standards results in underpayment to employees, LCCSC will take immediate action limited to the following:

1. **Notification:** LCCSC shall immediately notify **Borrego Water District** and the prime contractor of wage adjustments and requirements and shall notify the contractor in violation to immediately provide restitution and revisions to the certified payroll reports.
2. **Withhold Funds:** LCCSC shall recommend, if applicable, that **Borrego Water District** and the Prime Contractor withhold sufficient funds from the subcontractor to provide restitution to under paid workers or to effectuate compliance and shall obtain full compliance from the subcontractor for any noncompliance issue.

#### **E. Labor Compliance Files**

1. LCCSC shall protect and maintain the labor compliance files in a locked secure cabinet for the duration of the project.
2. Upon completion of all construction activities and the labor compliance auditing requirements, LCCSC will provide to **Borrego Water District** all original and additional copies of the Labor Standards Compliance documentation including but not limited to the certified payroll reports, fringe benefits statements, contracts, daily sign in sheets, contractor's license documentation, etc. **Borrego Water District** shall keep and store for 5 years as required by law.

3. LCCSC shall make the labor standards compliance files available for inspection and review upon request by **Borrego Water District** or to any State or Federal agency that has jurisdiction over this public works project and after construction activities have ceased. Upon request, LCCSC shall assist with any audit or review.

#### F. Reports

1. LCCSC shall prepare and submit all monthly, semi-annual and final reports, so that the **Borrego Water District** has sufficient time for review prior to submitting them to the State of California Department of Housing and Community Development.

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#### FEE SCHEDULE FOR SERVICES

Our 2022-2023 Fee Schedule for Labor Standards Compliance Services is included in this Proposal. Our Fee Schedule shall be updated each calendar year. The updated Hourly Rate Structure for Labor Standards Compliance Services shall be subject to review and approval by **Borrego Water District** prior to implementation on this project.

### VI. FEE SCHEDULE

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#### I. SCHEDULE AND COMPENSATION

LCCSC shall provide Labor Compliance Services as outlined within the contents of this proposal. In the event completion of construction on the project extends beyond the three hundred sixty-five (365) days, additional services will be billed at the hourly rate per the schedule attached.

#### II. PROPOSED ESTIMATED COSTS

Understanding that the estimated start of construction is approximately November 2022 and the construction is scheduled for three hundred sixty-five (365) calendar days. There are preliminary services before the start of construction and post completion services. LCCSC shall provide **Borrego Water District** with the Labor Standards Compliance Services requirements with a not to exceed amount of **\$22,400.00**

**LCCSC's services shall be invoiced in fourteen (14) monthly installments of \$1600.00 at the end of each month beginning with the notice to proceed.**

Additional fees may be required in that event that delays are caused by a contractor or subcontractor's noncompliance with labor standards and wage rate decisions. Incidental fees i.e.: Mileage, copies, postage, etc. shall be invoiced in addition to the hourly rate compensation.

**Not to Exceed Costs: \$22,400**

**HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE FOR ADDITIONAL SERVICES**

*Effective January 1, 2022 through December 31, 2023*

Labor Standards Services	
Senior Labor Compliance Officer	\$90.00/hour
Bilingual Interviewer	\$75.00/hour

Prepared by:

*Crystal Ransdell*

November 14, 2022

Crystal A. Ransdell  
Labor Compliance Consultants of Southern California  
P.O. Box 15937  
San Diego, CA 92175



DRINKING WATER CONSTRUCTION GRANT

FISCAL AGREEMENT NO. SWRCB000000000D2002054
by and between
BORREGO WATER DISTRICT ("Recipient")
and
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



WATER PUMP DIESEL ENGINE UPGRADE AND TANK REHABILITATION PROJECT
3710036-001C ("Project")

- Section 116766 of the Health and Safety Code and State Water Board Resolution No. 2019-0042

AMENDMENT NO. 1

PROJECT FUNDING AMOUNT: \$2,048,362.00
GRANT COMPONENT: \$2,048,362.00

ESTIMATED REASONABLE PROJECT COST: \$2,048,362.00
ELIGIBLE WORK START DATE: JULY 24, 2019
ELIGIBLE CONSTRUCTION START DATE: MARCH 17, 2021
CONSTRUCTION COMPLETION DATE: MAY 1, 2022 DECEMBER 1, 2024
FINAL REIMBURSEMENT REQUEST DATE: NOVEMBER 1, 2022 JUNE 1, 2025
RECORDS RETENTION END DATE: MAY 1, 2058 DECEMBER 1, 2060

This Agreement executed by the State Water Board on February 11, 2022, is hereby amended and restated, to revise the cover page, the Agreement, and Exhibit A and D (deletions shown as stricken and revisions bold and underlined). Except as noted herein all other terms and conditions shall remain the same. Please note, page numbers may have changed.

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
  - Exhibit A – Scope of Work and Schedule
  - Exhibit B – Specific Funding Provisions
  - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
  - Exhibit D – Special Conditions
  
2. The following documents are also incorporated by reference:
  - Reserved;
  - the Drinking Water System Permit No. 05-14-09P010;
  
3. Party Contacts during the term of this Agreement are:

State Water Board		Borrego Water District	
Section:	Division of Financial Assistance		
Name:	Joseph Quilatan, Project Manager	Name:	Geoff Poole, General Manager
Address:	1001 I Street, 16 <sup>th</sup> Floor	Address:	806 Palm Canyon Drive
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Borrego Springs, CA 92004
Phone:	(916) 322-9671	Phone:	(760) 767-5806
Fax:		Fax:	
Email:	joseph.quilatan@waterboards.ca.gov	Email:	geoff@borregowd.org

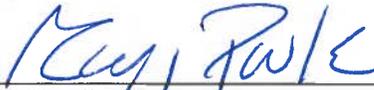
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
  - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
  - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
  
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
  - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
  - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
  - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

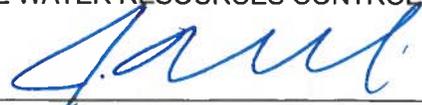
- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by with the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BORREGO WATER DISTRICT:

By:   
Name: Geoff Poole  
Title: General Manager  
Date: 4-2-22

STATE WATER RESOURCES CONTROL BOARD:

By:   
Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance  
Date: 6/20/2022

## EXHIBIT A – SCOPE OF WORK AND SCHEDULE

### A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of 40 years. The funding under this Agreement shall be used to replace and rehabilitate four of the District's storage tanks that are near the end of their useful lives and replace the diesel engine in the Wilcox Well that meets current emission requirements.

### A.2. SCOPE OF WORK.

The Recipient agrees to do the following: demolish and replace the Twin Tanks (two 220,000 gallon tanks), and Indian Head tank (220,000 gallon tank), and rehabilitate the Rams Hill #2 Tank (440,000 gallon tank); and conduct the required testing before operation; and remove the existing diesel engine and install a new compliant engine.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

### A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Safe and Affordable Drinking Water Fund through an agreement with the State Water Resources Control Board."

### A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		<del>September 1, 2021</del> <b>Complete</b>
2.	Final Budget Approval Package		<del>December 1, 2021</del> <b>May 31, 2022</b>
3.	Completion of Construction	<del>May 1, 2022</del> <b>December 1, 2024</b>	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		<del>May 1, 2022</del> <b>December 1, 2024</b>
3.	Project Completion Report		TBD
4.	As Needed Reports		TBD
<b>EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	<del>November 1, 2022</del> <b>June 1, 2025</b>	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

**A.5 PROGRESS REPORTS.**

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

**A.6 SPECIAL REPORTS.**

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) Reserved.

(d) The Recipient must submit information required for compliance with Greenhouse Gas Reduction Fund (GGRF) requirements, as required by the Division.

#### A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

**EXHIBIT B – FUNDING AMOUNTS**

**B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.**

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

**B.2 RECIPIENT CONTRIBUTIONS.**

(a) Reserved.

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

**B.3 VERIFIABLE DATA.**

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

**B.4 BUDGET COSTS**

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$1,814,720.00	\$1,814,720.00
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$181,472.00	\$181,472.00
Allowances (Soft Costs)	\$52,170.00	\$52,170.00
<b>TOTAL</b>	<b>\$2,048,362.00</b>	<b>\$2,048,362.00</b>

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

**B.5 LINE ITEM ADJUSTMENTS.**

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's

submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

#### B.6 REIMBURSEMENT PROCEDURE.

- (a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:
1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
  2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
  3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
  4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
  5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
  6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
  7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

**B.7 REVERTING FUNDS AND DISENCUMBRANCE.**

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at  
[https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/general\\_terms.html](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html)

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
  - Work Completion
  - Work Completion Date
2. Each capitalized term used in this Agreement has the following meaning:
  - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
  - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
  - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
  - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
  - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
  - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
  - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
  - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
  - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
    - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
    - b) Failure to operate the System or the Project without the Division's approval;
  - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
  - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
  - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
  - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Borrego Water District, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Safe and Affordable Drinking Water Fund through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

5. Reserved.

6. Supplemental Opinion of Counsel.

Prior to any request for reimbursement for construction costs for the Twin Tanks under this Agreement, ~~in addition to~~ **the Recipient shall obtain sufficient access and property rights for the tanks** entering into a Lease Agreement with the State Parks for the Twin Tanks property as described in paragraph D.7.a.ii, ~~the Recipient~~ **and** shall deliver a supplemental opinion of counsel satisfactory to the Division's counsel that the Recipient has sufficient property rights in the Project property for the purposes contemplated in the Agreement. No construction funds will be disbursed for the Twin Tanks under this Agreement until the Recipient satisfies this condition.

7. Special Conditions

a. Technical:

- i. The Recipient shall not solicit bids, award a contract, or commence construction unless and until final plans and specifications are approved in writing by the District Office and Division of Financial Assistance.
- ii. Reimbursement of any construction funds for the Twin Tanks will require **sufficient access and property rights for the tanks, as determined** ~~a Lease Agreement from the State Parks in a form that must be approved by the State Water Board.~~
- iii. The Recipient must report on employment outcomes annually for projects that provide jobs or job training using a format provided by the Project Manager.

8. Funds Related to Contamination.

(a) As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP); and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) The Recipient shall place all funds received after the date of this Agreement under any order or agreement described in paragraphs (a)(ii) and (b), above, into a restricted account to be used either for a capital improvement project that addresses the contamination, or for operation and maintenance of treatment or remediation of the contamination. Alternatively, upon consent of the Division, the funds received after the date of this Agreement under any such order or agreement shall be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System.

(d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. Noncompliance with paragraphs (a), (b), or (c) above shall be an Event of Default.

9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. Reserved.
11. Reserved.
12. Reserved.
13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.
14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.
15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:
  - a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to [DrinkingWaterSRF@waterboards.ca.gov](mailto:DrinkingWaterSRF@waterboards.ca.gov) of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
  - b. The Recipient must notify the Division promptly of the occurrence of any of the following events:

- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
- ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
- iii. Loss, theft, damage, or impairment to Project;
- iv. Events of Default, except as otherwise set forth in this section;
- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered

Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;

- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
  - xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.
  - xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.
16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
  - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
  - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
  - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
  - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
  - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
  - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
  - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
  - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

- j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
  - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Reserved.
19. Reserved.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
- a. Reserved.
  - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
  - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
  - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract,

obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
- f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
- g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
- h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
- i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
- j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
- k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph. As of the date of this Agreement, the Recipient is in negotiations relating to~~for a lease for~~ the property on which its Twin Tanks are located.
- l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
- m. The Recipient possesses all water rights necessary for this Project.

**23. Russian Sanctions**

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
DECEMBER 13, 2022  
AGENDA ITEM II.E

December 6, 2022

**TO:** Board of Directors

**FROM:** Geoffrey Poole, General Manager

**SUBJECT:** Board Resolution 2022-12-02 .

**RECOMMENDED ACTION:**

To approve Borrego Water District Resolution No. 2022-12-02 A Resolution Of The Board Of Directors Of The Borrego Water District Authorizing Virtual Board And Committee Meetings Pursuant To Ab 361

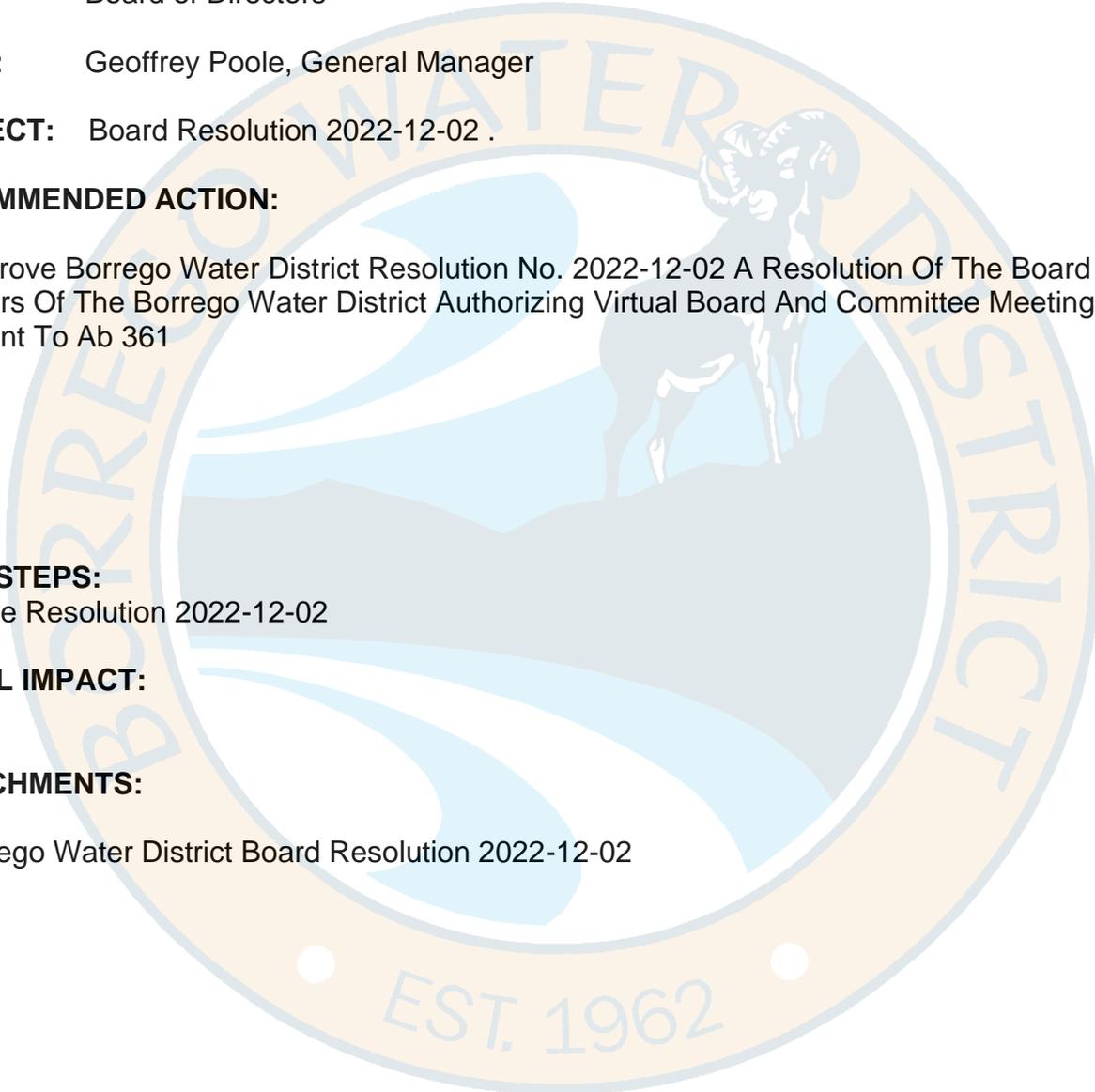
**NEXT STEPS:**

Approve Resolution 2022-12-02

**FISCAL IMPACT:**

**ATTACHMENTS:**

1. Borrego Water District Board Resolution 2022-12-02



## **RESOLUTION NO. 2022-12-02**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT AUTHORIZING VIRTUAL BOARD AND COMMITTEE MEETINGS PURSUANT TO AB 361**

WHEREAS, the Borrego Water District (“District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the District’s meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor’s executive orders, the District has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, District staff and Directors; and

WHEREAS, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expires on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a state of emergency has been proclaimed related to COVID-19, state or local officials are recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

**NOW, THEREFORE, BE IT RESOLVED THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.



BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
DECEMBER 13, 2022  
AGENDA ITEM II.F

December 6, 2022

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
1. Update on Technical Advisory Committee Activities
2. Water Quality Optimization Plan Schedule & Content
3. Location of TSS Monitoring Well – J Petersen

**RECOMMENDED ACTION:**

Discuss Watermaster related activities and direct staff as deemed appropriate

**ITEM EXPLANATION:**

BWD Representatives on the Watermaster Board and TAC will have an opportunity to discuss relevant issues and receive Board input and direction.

**NEXT STEPS**

TBD

**FISCAL IMPACT**

TBD

**ATTACHMENTS**

1. None

**BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
DECEMBER 13, 2022  
AGENDA ITEM II.H**

December 5, 2022

**To:** Board of Directors

**From:** Jessica Clabaugh, Finance Officer

**Subject:** Revision to Air Quality Monitoring Budget

**Recommendation:** Approve updates to the Air Quality Monitoring Budget

**ITEM EXPLANATION:**

On October 11 the BWD board approved a new three-year project to extend the current monitoring, instrument maintenance, and support a quarter-time data analyst. UCI sends its apologies, but that was not the final version, the budget has since been finalized to include the overhead for the technician which was not originally included.

**FISCAL IMPACT:** Increase AQ Budget from \$99,334 to \$108,731 for the period from 01/01/2023 to 12/31/2025

**ATTACHMENTS:**

-Original AQ Budget

-Revised AQ Budget

University of California Irvine  
**PI Charlie Zender**  
**Borrego Water District (BWD)**  
Title: Monitoring and Analysis of  
**Particulate Matter Air Quality in Borrego Springs Springs**

	1/1/2023 12/31/2023	1/1/2024 12/31/2024	1/1/2025 12/31/2025	Total Requested from Agency
<b>SALARIES &amp; WAGES</b>				
PI Charlie Zender @ 1 week of summer salary with NSTP	\$ 6,471	\$ 6,600	\$ 6,732	\$ 19,802
Associate Specialist (TBD) FTE @25%	\$ 16,500	\$ 17,820	\$ 18,355	\$ 52,675
Research Associate, Sisco Rood 8 hrs, 20 weeks	\$ 6,155	\$ 6,340	\$ 6,847	\$ 19,342
Subtotal Salaries & Wages	<u>\$ 29,126</u>	<u>\$ 30,760</u>	<u>\$ 31,934</u>	<u>\$ 91,819</u>
<b>EMPLOYEE FRINGE BENEFITS</b>				
Zender @ 6.6%, 8.1%, 9.6%	\$ 427	\$ 535	\$ 646	\$ 1,608
Associate Specialist (TBD) @ 2.6%, 2.8%, 3%	\$ 429	\$ 499	\$ 550.64	\$ 1,479
Rood @ 2.6%, 2.8%, 3%	\$ 160	\$ 178	\$ 205.41	\$ 543
Subtotal Employee Benefits	<u>\$ 1,016</u>	<u>\$ 1,211</u>	<u>\$ 1,402</u>	<u>\$ 3,629</u>
<b>TOTAL SALARIES, WAGES &amp; BENEFITS</b>	<u>\$ 30,142</u>	<u>\$ 31,971</u>	<u>\$ 33,336</u>	<u>\$ 95,449</u>
<b>TRAVEL - Domestic</b>				
One overnight R/T to Borrego for PI and Specialist	\$ 250	\$ 250	\$ 250	\$ 750
Mileage	\$ 145	\$ 145	\$ 145	\$ 435
<b>TOTAL TRAVEL EXPENSES</b>	<u>\$ 395</u>	<u>\$ 395</u>	<u>\$ 395</u>	<u>\$ 1,185</u>
<b>SUPPLIES</b>				
<b>TOTAL SUPPLIES</b>	\$ -	\$ -	\$ -	\$ -
<b>OTHER DIRECT COSTS</b>				
Supplies and materials for poster	\$ 100	\$ 100	\$ 100	\$ 300
Instrument Calibration costs (\$500x2)	\$ 500	\$ 500	\$ 500	\$ 1,500
Cluster computing fees	\$ 300	\$ 300	\$ 300	\$ 900
<b>TOTAL OTHER COSTS</b>	<u>\$ 900</u>	<u>\$ 900</u>	<u>\$ 900</u>	<u>\$ 2,700</u>
<b>TOTAL DIRECT COSTS:</b>	<u>\$ 31,437</u>	<u>\$ 33,266</u>	<u>\$ 34,631</u>	<u>\$ 99,334</u>
<b>INDIRECT COSTS: 0%</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL COSTS REQUESTED FROM AGENCY:</b>	<u>\$ 31,437</u>	<u>\$ 33,266</u>	<u>\$ 34,631</u>	<u>\$ 99,334</u>
Base	\$ 31,437	\$ 33,266	\$ 34,631	

University of California Irvine  
**PI Charlie Zender**  
**Borrego Water District (BWD)**  
Title: Monitoring and Analysis of  
**Particulate Matter Air Quality in Borrego Springs Springs**

	1/1/2023 12/31/2023	1/1/2024 12/31/2024	1/1/2025 12/31/2025	Total Requested from Agency
<b>SALARIES &amp; WAGES</b>				
PI Charlie Zender @ 1 week of summer salary with NSTP	\$ 6,471	\$ 6,600	\$ 6,732	\$ 19,802
Associate Specialist (TBD) FTE @25%	\$ 16,500	\$ 17,820	\$ 18,355	\$ 52,675
Research Associate, Sisco Rood 8 hrs, 20 weeks	\$ 6,155	\$ 6,340	\$ 6,847	\$ 19,342
Subtotal Salaries & Wages	<u>\$ 29,126</u>	<u>\$ 30,760</u>	<u>\$ 31,934</u>	<u>\$ 91,819</u>
<b>EMPLOYEE FRINGE BENEFITS</b>				
Zender @ 6.6%, 8.1%, 9.6%	\$ 427	\$ 535	\$ 646	\$ 1,608
Associate Specialist (TBD) @ 2.6%, 2.8%, 3%	\$ 429	\$ 499	\$ 550.64	\$ 1,479
Rood @ 48.7%, 51.3%, 53.9%	\$ 2,998	\$ 3,252	\$ 3,691	\$ 9,940
Subtotal Employee Benefits	<u>\$ 3,854</u>	<u>\$ 4,286</u>	<u>\$ 4,887</u>	<u>\$ 13,027</u>
TOTAL SALARIES, WAGES & BENEFITS	<u>\$ 32,979</u>	<u>\$ 35,046</u>	<u>\$ 36,821</u>	<u>\$ 104,846</u>
<b>TRAVEL - Domestic</b>				
One overnight R/T to Borrego for PI and Specialist	\$ 250	\$ 250	\$ 250	\$ 750
Mileage	\$ 145	\$ 145	\$ 145	\$ 435
TOTAL TRAVEL EXPENSES	<u>\$ 395</u>	<u>\$ 395</u>	<u>\$ 395</u>	<u>\$ 1,185</u>
<b>SUPPLIES</b>				
TOTAL SUPPLIES	\$ -	\$ -	\$ -	\$ -
<b>OTHER DIRECT COSTS</b>				
Supplies and materials for poster	\$ 100	\$ 100	\$ 100	\$ 300
Instrument Calibration costs (\$500x2)	\$ 500	\$ 500	\$ 500	\$ 1,500
Cluster computing fees	\$ 300	\$ 300	\$ 300	\$ 900
TOTAL OTHER COSTS	<u>\$ 900</u>	<u>\$ 900</u>	<u>\$ 900</u>	<u>\$ 2,700</u>
<b>TOTAL DIRECT COSTS:</b>	<u>\$ 34,274</u>	<u>\$ 36,341</u>	<u>\$ 38,116</u>	<u>\$ 108,731</u>
<b>INDIRECT COSTS: 0%</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL COSTS REQUESTED FROM AGENCY:</b>	<u>\$ 34,274</u>	<u>\$ 36,341</u>	<u>\$ 38,116</u>	<u>\$ 108,731</u>
Base	\$ 34,274	\$ 36,341	\$ 38,116	

**IVA**  
**FINANACIAL**  
**REPORT**  
**October 2022**





## TREASURER'S REPORT Oct 2022

	Bank	Carrying	Fair	<u>% of Portfolio</u>	Rate of	Maturity	Valuation
	Balance	Value	Value	Current	Interest		Source
				Actual			
<b>Cash and Cash Equivalents:</b>							
<b>Demand Accounts at CVB/LAIF</b>							
General Account/Petty Cash	\$ 4,799,022	\$ 4,796,272	\$ 4,796,272	56.41%	0.49%	N/A	CVB/WF
Payroll Account	\$ 84,302	\$ 84,076	\$ 84,076	0.99%	0.00%	N/A	WF
2021 Bond Funds	\$ 1,549,526	\$ 1,549,526	\$ 1,549,526	18.22%	0.00%	N/A	WF
LAIF	\$ 2,072,927	\$ 2,072,927	\$ 2,072,927	24.38%	0.22%	N/A	LAIF
<b>Total Cash and Cash Equivalents</b>	<b>\$ 8,505,776</b>	<b>\$ 8,502,800</b>	<b>\$ 8,502,800</b>	<b>100.00%</b>			

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**  
**10/01/2022 to 10/31/2022**

	<i>Budgeted FY2023</i>	<i>Actual FY2023</i>	<i>Oct FY2023</i>	<i>Projected Oct FY2023</i>	<i>Year to Date FY2023</i>
<b>INCOME</b>					
<b>RATE REVENUE</b>					
<b>Water Rates Revenues</b>					
Commodity Rates					
Residential	1,516,320	130,740		164,674	591,345
Commercial	740,154	62,120		80,381	239,090
Irrigation	338,140	45,720		36,722	143,095
Total Commodity	<u>2,594,614</u>	<u>238,579</u>		<u>281,781</u>	<u>973,530</u>
Non-Commodity Charges					
Base Meter Charges	1,398,665	114,609		116,555	456,545
Meter Install/Repair	35,000	25		400	75
New Water Supply Connection Fee	24,880	7,460		-	52,402
Backflow Testing/Install	5,700	-		-	100
Bulk Water Sales	82,500	2,322		220	26,292
Total Non-Commodity	<u>1,546,745</u>	<u>124,416</u>		<u>117,175</u>	<u>556,028</u>
					-
<b>Total Water Rate Revenues</b>	<b>4,141,359</b>	<b>362,996</b>		<b>398,957</b>	<b>1,529,558</b>
<b>Sewer Rates</b>					
TCS Holder Fees (SA2)	157,666	13,163		12,633	52,654
TCS User Fees (SA2)	125,419	10,781		10,050	43,124
RH Sewer User Fees (ID1)	158,448	13,184		12,696	52,740
Sewer Standby/Capacity Fees	-	-		-	-
Sewer User Fees (ID5)	179,354	14,867		14,371	59,473
Total Sewer Rates	<u>620,887</u>	<u>51,995</u>		<u>49,750</u>	<u>207,971</u>
<b>Availability Charges Collected thru Tax Roll</b>					
ID1 - Water/Sewer/Flood Standby	105,000	113		2,067	224
ID3/ID4 - Water Standby	117,000	1,082		2,675	1,892
Pest Control Standby	16,000	116		340	3,202
Total Availability (Tax Roll)	<u>238,000</u>	<u>1,311</u>		<u>5,083</u>	<u>5,318</u>
<b>TOTAL RATE REVENUE</b>	<b>5,000,246</b>	<b>416,301</b>		<b>453,790</b>	<b>1,742,846</b>
<b>OTHER INCOME</b>					
Penalties & Fees	40,000	200		1,250	10,491
BSUSD Well Agreement	35,000	-		-	-
1% Property Assessments	70,000	1,288		1,532	3,045
Interest Income	5,000	1,182		1,250	3,655
Other (Gain on Asset Sold/JPIA Rebate)	-	-		-	-
WM Meter Reading Income	3,500	-		-	2,785
TOTAL OTHER INCOME	<u>153,500</u>	<u>2,671</u>		<u>4,032</u>	<u>19,976</u>
<b>GROSS INCOME</b>	<b>5,153,746</b>	<b>418,972</b>		<b>457,822</b>	<b>1,762,823</b>



Borrego Water District  
 Operating Budget Analysis  
 10/01/2022 to 10/31/2022

	<i>Budgeted FY2022</i>	<i>Actual FY2023</i>	<i>Oct FY2023</i>	<i>Projected Oct FY2023</i>		<i>Year to Date FY2022</i>
<b>EXPENSES</b>						
<b>OPERATING EXPENSES</b>						
<b>Operations &amp; Maintenance Expense</b>						
R&M Water	258,500		9,671	20,833		72,461
R&M WWTF	124,080		816	10,000		20,688
Telemetry	5,170		-	417		-
Trash Removal	6,204		894	500		2,060
Vehicle Expense	23,000		1,544	1,500		10,701
Fuel & Oil	51,000		6,366	2,917	<i>Sept catchup</i>	20,315
Lab/Testing	31,020		3,562	2,500	<i>36 Mo 20,5</i>	21,740
Permit Fees	37,741		-	3,042		3,540
Pumping Electricity	440,000		41,072	37,060		163,594
<b>Total Operations &amp; Maintenance Expense</b>	<b>976,715</b>		<b>63,925</b>	<b>78,768</b>		<b>315,099</b>
<b>Professional Services</b>						
Accounting (Tax & Debt Filings)	4,446		-			1,840
Air Quality Study	21,077		-			7,228
Payroll Services	3,205		391	250		1,464
Audit Fees	20,163		-	1,500		2,400
IT & Cyber Security	40,000		1,827	2,900		5,995
Financial Consulting	82,720		-	6,666		-
Engineering (Dudek)	23,265		1,380	1,875		4,440
Legal Services - General	74,540		13,469	5,000	<i>Collections/C.S.</i>	39,374
Advocacy	62,040		5,000	5,000		20,000
<b>Total Professional Services</b>	<b>331,456</b>		<b>22,067</b>	<b>23,191</b>		<b>82,742</b>
<b>Insurance Expense</b>						
ACWA/JPIA Program Insurance	75,900		33,871	33,400		85,636
ACWA/JPIA Workers Comp	20,700		-			4,715
<b>Total Insurance Expense</b>	<b>96,600</b>		<b>33,871</b>	<b>33,400</b>		<b>90,350</b>
<b>Personnel Expense</b>						
Board Meeting Expense	23,782		1,485	1,920		6,833
Salaries & Wages	1,212,281		101,807	94,500	<i>PTO</i>	409,661
<i>Contra Account - Salaries &amp; Wages</i>	<i>(60,000)</i>		<i>(6,615)</i>	<i>(4,878)</i>		<i>(31,232)</i>
Contract Labor/Consulting	10,340		-	833		-
Payroll Taxes	32,328		2,292	2,333		8,997
Benefits - Medical	263,670		22,107	21,250		87,966
Benefits - CalPERS	242,456		9,107	12,273		119,034
Trainings & Conferences	18,612		2,865	1,500		6,002
Uniforms	7,238		491	583		2,041
Safety Compliance & Emergency Prep	5,170		419	417		1,908
<b>Total Personnel Expense</b>	<b>1,755,877</b>		<b>133,958</b>	<b>123,731</b>		<b>611,209</b>



**Borrego Water District  
Operating Budget Analysis  
10/01/2022 to 10/31/2022**

	<i><b>Budgeted FY2022</b></i>	<i><b>Actual Oct FY2023</b></i>	<i><b>Projected Oct FY2023</b></i>	<i><b>Year to Date FY2022</b></i>
<b>OPERATING EXPENSES (Con't)</b>				
<b>Office Expense</b>				
Office Supplies	24,816	3,292	2,000	5,804
Office Equipment	51,700	1,093	4,167	7,562
Postage & Freight	15,510	2,386	1,250	5,987
Property Tax	3,102	87		87
Telephone Expense	23,000	1,904	1,667	11,319
Dues & Subscriptions (ACWA/AWWA)	23,782	222	1,917	1,422
Printing & Publication	5,170	70	417	790
Office/Shop utilities	7,500	972	542	5,904
<b>Total Office Expense</b>	<u>154,580</u>	<u>10,026</u>	<u>11,958</u>	<u>38,874</u>
<b>TOTAL OPERATING EXPENSES</b>	<b>3,315,228</b>	<b>263,847</b>	<b>1,126,388</b>	<b>2,005,201</b>
<b>Debt Expense</b>				
BBVA Bank Note 2018A/B - Principal	305,000	322,751	305,000	322,751
BBVA Bank Note 2018A/B - Interest	85,000	33,994	42,500	33,994
2021 Bond Cap One - Principal	427,960	427,960	427,960	427,960
2021 Bond Cap One - Interest	159,759	82,223	79,880	82,223
<b>Total Debt Expense</b>	<u>977,719</u>	<u>866,928</u>	<u>855,339</u>	<u>866,928</u>
<b>GROUNDWATER MANAGEMENT EXPENSES (see GWM Detail)</b>				
Pumping Fees	100,000	-		-
GWM Expense	72,561	-	4,500	-
Legal Expense	150,000	3,926	20,000	19,193
Engineering/TAC Expense	50,000	9,920	2,000	36,137
<b>TOTAL GROUNDWATER MGMT EXPENSES</b>	<u>372,561</u>	<u>13,846</u>	<u>26,500</u>	<u>55,330</u>
<b>TOTAL EXPENSES</b>	<u><b>4,665,508</b></u>	<u><b>1,144,620</b></u>	<u><b>1,152,888</b></u>	<u><b>2,060,531</b></u>
<b>NET INCOME</b>	<u><b>488,238</b></u>	<u><b>(725,648)</b></u>	<u><b>(695,066)</b></u>	<u><b>(297,709)</b></u>

*\$7k Tech Supp*



Borrego Water District  
 Cash CIP Budget Analysis  
 10/01/2022 to 10/31/2022

	<i>Budgeted FY2022</i>	Actual Oct FY2023	Year to Date FY2022
<b><u>CAPITAL IMPROVEMENT PROJECTS (CIP)</u></b>			
<b>CASH FUNDED CIP</b>			
<b>Water Projects</b>			
BVR Pipeline - <i>To be reimbursed from SDGE</i>	-	288	5,388
<i>Contra - Reimbursement from SDGE</i>		-	-
ID4-9 Motor Rebuild & Shaft Repair		78,107	105,713
Office Improvements	50,000	-	-
Emergency System Repairs/Booster #3	60,000	-	21,837
<b>Total Water Projects</b>	<u>110,000</u>	<u>78,395</u>	<u>111,102</u>
<b>Sewer Projects</b>			
Manhole Refurbishments	47,408	-	-
LCDZ Gravity Main - Electric Line Repair		10,660	10,660
Oxygen Injection System	-	-	3,567
<b>Total Sewer Projects</b>	<u>47,408</u>	<u>10,660</u>	<u>14,227</u>
<b>Short Lived Asset Replacements</b>			
Paddock Well	7,779	-	10,211
Backup Diesel Generator	15,000	-	-
Pickup Truck	60,000	2,008	64,487
<b>Total Short Lived Assets</b>	<u>82,779</u>	<u>2,008</u>	<u>74,699</u>
<b>CASH FUNDED CIP TOTAL</b>	<b>240,187</b>	<b>91,063</b>	<b>194,419</b>
<b>2021 Bond Funded CIP</b>			
<b>Bond Funded Water Projects</b>			
ID5-15 Well Completion	300,000	1,233	32,710
ID4-10 Inspection/Repairs	225,621	-	-
Pipeline Replacements	615,500	-	-
<b>BOND FUNDED CIP TOTAL</b>	<u>1,141,121</u>	<u>1,233</u>	<u>32,710</u>



**Borrego Water District**  
**Grant/Bond Funded CIP Budget Analysis**  
**10/01/2022 to 10/31/2022**

	<i><b>Budgeted</b></i>	<b>Actual</b>	<b>Oct</b>	<b>Year to Date</b>
	<i><b>FY2022</b></i>	<b>FY2023</b>		<b>FY2022</b>
<b>GRANT FUNDED CIP</b>				
<b>Water Projects- DWR Grant Net \$2,048362</b>				
Twin Tanks	891,165		1,504	16,878
Wilcox Diesel Motor	83,333		-	-
Indian Head Reservoir Replacement	474,000		142	242
Recoat Rams Hill Tank #2	474,000		142	1,336
<b>Total Water Projects - Water Reservoirs Grant</b>	<b>1,922,498</b>		<b>1,788</b>	<b>18,456</b>
<b>Sewer Projects - DWR Grant - \$788,912</b>				
WWTP Upgrade/Rehabilitation	288,912		95	220,438
<b>Total Sewer Grant Projects</b>	<b>288,912</b>		<b>95</b>	<b>220,438</b>
<b>Prop 68 Grant</b>				
AMI	455,000		-	1,137
WWTP Monitoring Wells	141,000		3,807	11,551
Admin/Acquisiton Costs	75,000		6,022	8,339
<b>Total Prop 68 Grant Projects</b>	<b>671,000</b>		<b>9,829</b>	<b>21,027</b>
 <b>TOTAL GRANT FUNDED CIP</b>	 <b>2,882,410</b>		 <b>11,712</b>	 <b>238,893</b>



**Borrego Water District**  
**Cash Flow Analysis**  
**10/01/2022 to 10/31/2022**

	<u>Actual Oct FY2023</u>	
<b>Cash and Reserves at Beginning of Period</b>		<b>\$ 6,808,102</b>
<b>Cash Flows from Operating Activities</b>		
<i>Income Provided by Operating Activities</i>	152,455	
<i>Increase in Accounts Receivable</i>	(1,700)	
<i>Increase in Accounts Payable</i>	983,525	
<i>Increase in Inventory</i>	(8,229)	
Net Cash Provided by Operating Activities	<b>\$ 1,126,051</b>	
<b>Cash Flows from Groundwater Management Activities</b>		
Net Cash Paid for Groundwater Management Activities	<b>\$ (13,846)</b>	
<b>Cash Flows from Non-Operating Activities</b>		
Other Income Received	2,671	
Debt Service Disbursement	(866,928)	
Net Cash Provided by Other Income	<b>\$ (864,257)</b>	
<b>Cash Flows from Capital Improvement Activities</b>		
<i>All CIP Activities (Cash + Grant)</i>	(102,775)	
<i>Grant Monies Received</i>	-	
<i>Decrease in Bond Account AP</i>	1,233	
Net Cash Paid for Capital Improvements	<b>\$ (101,542)</b>	
<b>Net Change in Cash</b>	<b>\$ 145,173</b>	
<b>Cash and Reserves at End of Period</b>		<b>\$ 6,953,275</b>
Restricted Reserves at End of Period	\$ 977,718	
Unrestricted Reserves at End of Period	\$ 5,975,557	
Water Reserves Portion	\$4,525,813	
Sewer Reserves Portion	\$666,716	
Non-218 Reserves Portion	\$433,029	
<b>Fiscal Year Reserves Target</b>		<b>\$ 7,078,411</b>
<b>Fiscal Year Reserves Surplus/Shortfall to Date</b>		<b>\$ (125,136)</b>
<b>2021 Bond Funds Balance at Beginning of Period</b>		<b>\$ 1,551,879</b>
<b>Net Change in Bond Funds</b>	<b>\$ (288)</b>	
<b>2021 Bond Funds Balance at End of Period</b>		<b>\$ 1,551,591</b>



## ASSETS

	<b>BALANCE SHEET</b> <b>October 31, 2022</b> <small>(unaudited)</small>	<b>BALANCE SHEET</b> <b>September 30, 2022</b> <small>(unaudited)</small>	<b>MONTHLY</b> <b>CHANGE</b> <small>(unaudited)</small>
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$ 9,188,396.64	\$ 9,045,288.30	\$ 143,108.34
Accounts receivable from water sales and sewer charges	\$ 615,336.85	\$ 206,872.71	\$ 408,464.14
Inventory	\$ 172,938.46	\$ 164,709.26	\$ 8,229.20
<b>TOTAL CURRENT ASSETS</b>	<b>\$ 10,149,610.41</b>	<b>\$ 9,581,579.53</b>	<b>\$ 568,030.88</b>
<b>RESTRICTED ASSETS</b>			
Debt Service:			
Unamortized bond issue costs	\$ 125,185.22	\$ 125,185.22	\$ -
Viking Ranch Refinance issue costs	\$ (59,801.23)	\$ (59,801.23)	\$ -
Deferred Outflow of Resources-CalPERS	\$ 256,166.00	\$ 256,166.00	\$ -
Total Debt service	\$ 321,549.99	\$ 321,549.99	\$ -
Trust/Bond funds:			
Investments with fiscal agent -CFD 2017-1	\$ 678,425.53	\$ 678,425.53	\$ -
Total Trust/Bond funds	\$ 678,425.53	\$ 678,425.53	\$ -
<b>TOTAL RESTRICTED ASSETS</b>	<b>\$ 999,975.52</b>	<b>\$ 999,975.52</b>	
<b>UTILITY PLANT IN SERVICE</b>			
Land	\$ 2,316,233.53	\$ 2,316,233.53	\$ -
Flood Control Facilities	\$ 4,287,340.00	\$ 4,287,340.00	\$ -
Capital Improvement Projects	\$ 2,551,564.29	\$ 3,117,900.79	\$ (566,336.50)
Bond funded CIP Expenses	\$ 1,466,077.24	\$ 2,297,159.62	\$ (831,082.38)
Sewer Facilities	\$ 6,226,548.11	\$ 6,226,548.11	\$ -
Water facilities	\$ 16,682,234.22	\$ 15,309,185.96	\$ 1,373,048.26
General facilities	\$ 1,006,881.07	\$ 1,006,881.07	\$ -
Equipment and furniture	\$ 828,304.97	\$ 716,046.50	\$ 112,258.47
Vehicles	\$ 687,296.74	\$ 687,296.74	\$ -
Accumulated depreciation	\$ (14,800,565.70)	\$ (13,904,350.07)	\$ 896,215.63
<b>NET UTILITY PLANT IN SERVICE</b>	<b>\$ 21,251,914.47</b>	<b>\$ 22,060,242.25</b>	<b>\$ (808,327.78)</b>
<b>OTHER ASSETS</b>			
Water rights -ID4	\$ 185,000.00	\$ 185,000.00	\$ -
<b>TOTAL OTHER ASSETS</b>	<b>\$ 185,000.00</b>	<b>\$ 185,000.00</b>	
<b>TOTAL ASSETS</b>	<b>\$ 32,586,500.40</b>	<b>\$ 32,826,797.30</b>	<b>\$ (240,296.90)</b>



	<b>BALANCE SHEET</b> <b>October 31, 2022</b> (unaudited)	<b>BALANCE SHEET</b> <b>September 30, 2022</b> (unaudited)	<b>MONTHLY</b> <b>CHANGE</b> (unaudited)
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS</b>			
Accounts Payable	\$ 216,242.46	\$ (765,900.93)	\$ 982,143.39
Accrued expenses	\$ 243,104.88	\$ 243,104.88	\$ -
Deposits	\$ 345,321.63	\$ 344,746.79	\$ 574.84
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS</b>	<b>\$ 804,668.97</b>	<b>\$ (178,049.26)</b>	<b>\$ 982,718.23</b>
<b>CURRENT LIABILITIES PAYABLE FOM RESTRICTED ASSETS</b>			
Debt Service:			
Accounts Payable to CFD 2017-1	\$ 678,425.53	\$ 678,425.53	\$ -
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS</b>	<b>\$ 678,425.53</b>	<b>\$ 678,425.53</b>	<b>\$ -</b>
<b>LONG TERM LIABILITIES</b>			
2018A & 2018B Refinance ID4/Viking Ranch	\$ 1,606,049.03	\$ 1,928,800.28	\$ (322,751.25)
2021 Installment Purchase Agreement	\$ 7,080,970.00	\$ 7,508,930.00	\$ (427,960.00)
Net Pension Liability-CalPERS	\$ 935,284.00	\$ 935,284.00	\$ -
Deferred Inflow of Resources-CalPERS	\$ 18,973.00	\$ 18,973.00	\$ -
<b>TOTAL LONG TERM LIABILITIES</b>	<b>\$ 9,641,276.03</b>	<b>\$ 10,391,987.28</b>	<b>\$ (750,711.25)</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 11,124,370.53</b>	<b>\$ 10,892,363.55</b>	<b>\$ 232,006.98</b>
<b>FUND EQUITY</b>			
Contributed equity	\$ 9,611,814.35	\$ 9,611,814.35	\$ -
Retained Earnings:	\$ 11,850,315.52	\$ 12,322,619.40	\$ (472,303.88)
<b>TOTAL FUND EQUITY</b>	<b>\$ 21,462,129.87</b>	<b>\$ 21,934,433.75</b>	<b>\$ (472,303.88)</b>
<b>TOTAL LIABILITIES AND FUND EQUITY</b>	<b>\$ 32,586,500.40</b>	<b>\$ 32,826,797.30</b>	<b>\$ (240,296.90)</b>

To: BWD Board of Directors  
 From: Jessica Clabaugh  
 Subject: Consideration of the Disbursements and Claims Paid  
 Month Ending October 31, 2022




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**Vendor disbursements paid during this period:** \$ 282,822.79

**Significant items:**

ACWA-JPIA	Workers' Comp 2022 Q3	\$ 4,714.74
ACWA-JPIA	FY23 Auto & General Liability	\$ 33,871.13
Babcock	Lab Services	\$ 9,706.47
CalPERS	Employee Retirement Benefits	\$ 9,106.86
Dickson	Well Pressure Data Loggers	\$ 3,725.80
Employee Health Benefits	Medical JPIA & AFLAC	\$ 22,106.97
Parkhouse Tire	Backflow Truck Tires	\$ 1,339.65
Ramona Disposal	Garbage Collection - Sept	\$ 4,099.27
SC Fuels	Fuel For District Vehicles	\$ 3,282.53
SDGE	Payment on Sept Use	\$ 4,888.15
Sunset Electric Power	Cla-Valves @ Rams Hill Tank 1	\$ 1,975.00

**Capital Projects/Fixed Asset Outlays:**

American Backflow	Parts for Backflow Repairs	\$ 1,397.08
Big J Fencing	Fencing at ID5-15	\$ 2,065.22
Brax Company	Well 3 Booster Station	\$ 21,042.08
Dudek	Waste Discharge Study for RH	\$ 1,920.00
Labor Compliance Consultants	WWTP - Certify Contractor Payroll	\$ 1,600.00

**Total Professional Services for this Period:**

BBK	General - Sept Invoices	\$ 9,965.10
BBK	Watermaster	\$ 2,141.40
BBK	Advocacy	\$ 5,000.00
BBK	Monitoring Wells	\$ 2,270.10
Interra Inc.	GWM Technical Support Sept	\$ 8,480.00
Landmark Consultants	SDGE Pipeline Consulting	\$ 3,933.00
Nyhart	Annual CalPERS GASB Report FY2022	\$ 1,700.00
Travis Parker	IT Support	\$ 1,056.20

**Payroll for this Period:**

Gross Payroll	\$ 101,806.57
Employer Payroll Taxes and ADP Fee	\$ 2,684.14
<b>Total</b>	<u><u>\$ 104,490.71</u></u>



## October 2022

40094	1109	ABILITY ANSWERING/PAGING SER	09/16/2022	240.00
40141	3035	ACWA / JPIA Finance Dept.	10/13/2022	33,871.13
40156	1266	AFLAC	11/02/2022	1,283.60
40143	11068	ALEXIS HERNANDEZ	10/13/2022	213.29
40157	1001	AMERICAN LINEN INC.	11/02/2022	491.22
40187	61	AT&T MOBILITY	11/09/2022	803.50
40158	9529	AT&T-CALNET 3	11/02/2022	585.08
40188	9255	BABCOCK LABORATORIES	11/09/2022	3,562.22
40189	10884	BEST BEST & KRIEGER ATTORNEYS A	11/09/2022	32,650.19
5005	9679	BIG J FENCING, INC.	10/13/2022	2,065.22
40190	10900	BORREGO AUTO PARTS & SUPPLY CO	11/09/2022	1,120.98
40159	1201	BORREGO LANDFILL	11/02/2022	136.55
40160	1037	BORREGO SUN	11/02/2022	70.00
40161	11066	BRAX COMPANY, INC.	11/02/2022	78,107.04
40096	11122	CAPITAL ONE PUBLIC FUNDING, LLC	09/16/2022	510,182.79
40162	1135	CENTER MARKET	11/02/2022	17.97
40163	1066	DE ANZA READY MIX	11/02/2022	322.61
40144	1222	DEBBIE MORETTI	10/13/2022	140.00
40202	11065	DIAMOND MMP, INC	11/17/2022	942.63
40142	11138	DICKSON	10/13/2022	3,725.80
40203	96	DISH	11/17/2022	71.77
40204	9640	DUDEK	11/17/2022	1,380.00
40165	9299	FREDERICKS SERVICES INC	11/02/2022	10,660.00
40191	1136	HOME DEPOT CREDIT SERVICES	11/09/2022	644.67
40171	10863	HUGO RODARTE	11/02/2022	205.67
40205	11137	INTERA INCORPORATED	11/17/2022	9,920.00
40164	1022	JAMES HORMUTH DE ANZA TRUE VALI	11/02/2022	221.73
40167	9385	JOHNSON CONTROLS SECURITY SOLI	11/02/2022	341.32
40192	9378	LANDMARK CONSULTANTS, INC.	11/09/2022	288.00
40193	11090	LUPE'S GARDENING MAINTENANCE IN	11/09/2022	585.00
40214	1216	McCALLS METERS, INC	11/29/2022	3,285.30
40095	1000	MEDICAL ACWA-JPIA	09/16/2022	23,808.73
40194	1489	NORTH COUNTY LAWNMOWER	11/09/2022	50.32
40195	11114	OCEANUS BOTTLED WATER, INC	11/09/2022	30.40
40168	1208	PACIFIC PIPELINE SUPPLY INC	11/02/2022	2,511.90
40112	11126	PNC BANK, N.A.	09/29/2022	356,745.05
40169	11083	QUADIENT FINANCE USA, INC.	11/02/2022	2,343.97
40170	9633	RAMONA DISPOSAL SERVICE	11/02/2022	4,514.19
40166	11087	REX HARVEY	11/02/2022	625.00
40172	3007	SAN DIEGO COUNTY TREASURER	11/02/2022	87.06
40173	1065	SAN DIEGO GAS & ELECTRIC	11/02/2022	44,351.83
40196	1065	SAN DIEGO GAS & ELECTRIC	11/09/2022	140.28
40145	11067	SC FUELS	10/13/2022	3,282.53
40174	11067	SC FUELS	11/02/2022	1,420.85
40197	11067	SC FUELS	11/09/2022	1,662.23
40198	1059	STAPLES CREDIT PLAN	11/09/2022	347.46
40113	11135	STATE OF CALIF. DEPT. OF PARKS ANI	09/29/2022	600.00
40175	9106	T.S. INDUSTRIAL SUPPLY	11/02/2022	84.59
40199	9581	TRAVIS PARKER	11/09/2022	1,281.20
40200	3000	U.S.BANK CORPORATE PAYMENT SYS	11/09/2022	8,393.92
40176	1023	UNDERGROUND SERVICE ALERT	11/02/2022	34.50
40206	1100	VERIZON WIRELESS	11/17/2022	275.27
40207	92	XEROX FINANCIAL SERVICES	11/17/2022	365.28
40201	11050	ZITO MEDIA	11/09/2022	276.77
		Report Total (54 checks):		1,151,368.61

To: BWD Board of Directors  
 From: Jessica Clabaugh  
 Subject: Consideration of Watermaster related Income and Expenses for FY23  
 Month Ending October 31, 2022



**Net Expenses during this Period** \$ 9,510.19

Date	Name	Description	Income	Expense	Year To Date
7/31/2022	BBK	Stipulation/Groundwater Rights		\$ 4,892.90	\$ (4,892.90)
7/31/2022	BBK	Watermaster Activities		\$ 4,584.90	\$ (9,477.80)
7/31/2022	BWD	Record Staff Time		\$ 761.16	\$ (10,238.96)
7/31/2022	Borrego Springs Watermaster	July Meter Reading Services	\$ 1,242.58		\$ (8,996.38)
8/31/2022	BBK	Stipulation/Groundwater Rights		\$ 3,647.44	\$ (12,643.82)
8/31/2022	BWD	Record Staff Time		\$ 287.76	\$ (12,931.58)
8/31/2022	Intera	Tsk 1. WM Meetings June to Aug		\$ 2,120.00	\$ (15,051.58)
8/31/2022	Intera	Tsk 2. TAC/EWG/SG Meetings June to Aug		\$ 4,095.00	\$ (19,146.58)
8/31/2022	Intera	Tsk 4. Sustainable Yield Review		\$ 2,385.00	\$ (21,531.58)
8/31/2022	Intera	Tsk 5. Expanded Monitoring Plan Review		\$ 1,325.00	\$ (22,856.58)
8/31/2022	Intera	Tsk 10. TSS Grant		\$ 2,782.50	\$ (25,639.08)
8/31/2022	Intera	Tsk 11. Additional Technical Support		\$ 3,110.00	\$ (28,749.08)
9/30/2022	Borrego Springs Watermaster	Sept Meter Reading Services	\$ 1,542.85		\$ (27,206.23)
9/30/2022	BBK	Stipulation/Groundwater Rights		\$ 2,141.40	\$ (29,347.63)
9/30/2022	Intera	Tsk 1. WM Meetings Sept		\$ 1,192.50	\$ (30,540.13)
9/30/2022	Intera	Tsk 4. Sustainable Yield Review		\$ 5,167.50	\$ (35,707.63)
9/30/2022	Intera	Tsk 11. Additional Technical Support		\$ 2,120.00	\$ (37,827.63)
9/30/2022	BWD	Record Staff Time		\$ 431.64	\$ (38,259.27)
10/31/2022	BBK	Stipulation/Groundwater Rights		\$ 3,926.00	\$ (42,185.27)
10/31/2022	Intera	Tsk 1. WM Meetings Oct		\$ 662.50	\$ (42,847.77)
10/31/2022	Intera	Tsk 5. Expanded Monitoring Plan Review		\$ 1,722.50	\$ (44,570.27)
10/31/2022	Intera	Tsk 10. TSS Grant		\$ 662.50	\$ (45,232.77)
10/31/2022	Intera	Tsk 11. Additional Technical Support		\$ 6,872.50	\$ (52,105.27)
					\$ (52,105.27)

To: BWD Board of Directors  
 From: Jessica Clabaugh  
 Subject: Final List of CIP Items from 2021 New Money



Date Paid	Check No	Vendor	GL	Project	Amount	Running Total
6/14/2021	34597	Rove Engineering	17220	Bending Elbow Pline	\$54,870.10	\$54,870.10
7/9/2021	34637	Rove Engineering	17220	Bending Elbow Pline	\$182,653.65	\$237,523.75
7/9/2021	34630	Brax Company	17260	Well 11 Rehab	\$140,936.88	\$378,460.63
7/20/2021	34655	McCall's Meters	17220	Bending Elbow Pline	\$3,241.12	\$381,701.75
7/20/2021	34666	Brax Company	17260	Well 11 Rehab	\$190,390.14	\$572,091.89
7/22/2021	34681	Empire Southwest, LLC	17130	Well 5-15	\$9,344.29	\$581,436.18
7/22/2021	34679	M&L Bunten	17216	Well 5 Cpanel Rebuild(1/2)	\$6,322.50	\$587,758.68
7/22/2021	34680	DeAnza Ready Mix	17260	Well 11 Rehab	\$2,126.06	\$589,884.74
8/3/2021	34702	Rove Engineering	17220	Bending Elbow Pline	\$202,304.59	\$792,189.33
8/11/2021	34724	Pacific Pipeline Supply	17220	Bending Elbow Pline	\$876.54	\$793,065.87
8/19/2021	34731	Empire Southwest, LLC	17130	Well 5-15	\$9,021.04	\$802,086.91
8/19/2021	34734	Southwest Pump & Drilling	17130	Well 5-15	\$124,046.25	\$926,133.16
8/24/2021	34745	Fredericks Services	17213	LCDZ Sewerline	\$67,727.73	\$993,860.89
8/24/2021	34744	DeAnza Ready Mix	17260	Well 11 Rehab	\$407.28	\$994,268.17
9/1/2021	34753	M&L Bunten	17216	Well 5 Cpanel Rebuild(2/2)	\$6,322.50	\$1,000,590.67
9/8/2021	34770	Empire Southwest, LLC	17130	Well 5-15	\$9,021.04	\$1,009,611.71
9/15/2021	34784	Southwest Pump & Drilling	17130	Well 5-15	\$39,963.75	\$1,049,575.46
9/15/2021	34791	Pacific Pipeline Supply	17220	Bending Elbow Pline	\$214.79	\$1,049,790.25
9/29/2021	34798	Dudek	17130	Well 5-15	\$3,511.25	\$1,053,301.50
9/29/2021	34800	Landmark Consultants	17220	Bending Elbow Pline	\$1,198.80	\$1,054,500.30
10/20/2021	34846	Dudek	17130	Well 5-15	\$2,400.00	\$1,056,900.30
10/25/2021	34868	Pacific Pipeline Supply	17120	Pipeline 1	\$2,084.58	\$1,058,984.88
12/7/2021	34941	Rove Engineering	17220	Bending Elbow Pline	\$1,596.11	\$1,060,580.99
12/15/2021	34953	Rove Engineering	17220	Bending Elbow Pline	\$27,906.25	\$1,088,487.24
12/22/2021	34976	Big J Fencing	17130	Well 5-15	\$33,150.00	\$1,121,637.24
12/30/2021	35008	Southwest Pump & Drilling	17130	Well 5-15	\$5,736.65	\$1,127,373.89
3/2/2022	1000	Brax Company	17130	Well 5-15	\$260,780.69	\$1,388,154.58
3/2/2022	1001	Rove Engineering	17220	Bending Elbow Pline	\$24,803.61	\$1,412,958.19
4/14/2022	1002	Pacific Pipeline Supply	17261	Booster 3 Upgrades	\$2,320.75	\$1,415,278.94
6/7/2022	5001	Pacific Pipeline Supply	17130	Well 5-15	\$9,956.48	\$1,425,235.42
7/21/2022	5002	Automated Water Treatment	17130	Well 5-15	\$17,628.98	\$1,442,864.40
7/25/2022	5003	Pacific Pipeline Supply	17130	Well 5-15	\$227.57	\$1,443,091.97
8/23/2022	40042	DeAnza Ready Mix	17130	Well 5-15	\$322.61	\$1,443,414.58
8/31/2022	40057	True Value	17130	Well 5-15	\$16.36	\$1,443,430.94
8/31/2022	40074	Pacific Pipeline Supply	17130	Well 5-15	\$586.54	\$1,444,017.48
8/31/2022	40079	Aggregate Products Inc	17130	Well 5-15	\$620.64	\$1,444,638.12
8/31/2022	40085	Landmark Consultants	17130	Well 5-15	\$2,781.00	\$1,447,419.12
8/31/2022	40098	Sunbelt Rentals	17130	Well 5-15	\$476.07	\$1,447,895.19
9/29/2022	5004	Landmark Consultants	17130	Well 5-15	\$288.00	\$1,447,607.19
10/13/2022	5005	Big J Fencing	17130	Well 5-15	\$2,065.22	\$1,445,541.97

The logo of the Waterbury Water District is a circular seal. It features a central figure of a Native American man in traditional dress, holding a bow and arrow. The background of the seal includes a landscape with mountains and a body of water. The text "WATERBURY WATER DISTRICT" is written around the perimeter of the seal, and "EST. 1867" is at the bottom.

**IVB**  
**WATER & WASTE**  
**WATER**  
**OPERATIONS**  
**REPORT**

**October 2022**



# **BORREGO WATER DISTRICT**

**OCTOBER 2022**

## **WASTEWATER OPERATIONS REPORT**

There's no know problems with wastewater system at the moment:

**Rams Hill Wastewater Treatment Facility serving ID-1, ID-2 and ID-5 Total Cap. 0.25 MGD (million gallons per day):**

**Average flow:** 62452 (gallons per day)

**Peak flow:** 87000 gpd Saturday, OCTOBER 29- 2022



## BORREGO WATER DISTRICT

RAMS HILL WASTEWATER TREATMENT FACILITY

4861 Borrego Springs Rd, BORREGO SPRINGS, CA 92004  
(760) 767-5806 FAX (760) 767-5994

11/07/2022

CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD – REGION 7  
73-720 FRED WARING DR. SUITE 100  
PALM DESERT, CA. 92260

Attn: Adriana Godinez/WRCE

RE: OCTOBER 2022 Borrego Springs WWTP

Dear Adriana,

Please find attached the OCTOBER 2022 monthly monitoring reports and Lab results for Borrego springs district WWTP.

We are pleased to inform you that there's no known violations for this month.

If you have any questions please contact ROGELIO MARTINEZ/WT-III. (760)419-2764.

Respectfully,

Rogelio Martinez/ water plant operator III

CC: Geoff Poole/GM

# **MONTHLY REPORT: R.H.W.T.F**

**MONTH: OCTOBER**

**YEAR: 2022**

BORREGO WATER DISTRICT,  
RAMS HILL WASTEWATER TREATMENT FACILITY,  
4861 BORREGO SPRINGS ROAD,  
BORREGO SPRINGS, CA 92004  
760-767-5806; phone  
760-767-5994; fax

COMMENTS: THERE ARE NO SPILLS TO REPORT FOR OCTOBER 2022; THE FLOW REPORT IS ATTACHED.

Submitted by: ROGELIO MARTINEZ/BWD TO: GEOFF POOLE/BWD;

11/07/2022

OCT 2022	INFLUENT DAILY FLOW GAL.	TOTAL FLOW GAL.
1	54000 GAL	82434000 GAL
2	56000 GAL	82490000 GAL
3	54000 GAL	82544000 GAL
4	51000 GAL	82595000 GAL
5	47000 GAL	82642000 GAL
6	44000 GAL	82686000 GAL
7	55000 GAL	82741000 GAL
8	53000 GAL	82794000 GAL
9	57000 GAL	82851000 GAL
10	55000 GAL	82906000 GAL
11	58000 GAL	82964000 GAL
12	58000 GAL	83022000 GAL
13	64000 GAL	83086000 GAL
14	55000 GAL	83141000 GAL

**P.H. / D.O. LOG ; R.H.W.T.F., BORREGO WATER DISTRICT**

**YEAR,2022**

OCTOBER

<b><u>DATE</u></b>	<b><u>LOCATION</u></b>	<b><u>P.H.</u></b>	<b><u>D.O.</u></b>	<b><u>FREE/BRD</u></b>
10/4/2022	EFFLUENT	3.94	7.90	
10/4/2022	POND	5.50	7.94	3.5ft
10/19/2022	EFFLUENT	7.96	4.07	
10/19/2022	POND	7.91	6.19	3.5ft

Berm Condition: Good and no Odors around the pond

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

WDID NO.: **7A 37 0125 001**  
ORDEF NO.: **R7-201 9-0015**

**MONITORING AND REPORTING  
BORREGO WATER DISTRICT - RAMS HILL WWTF  
MONTH: OCTOBER  
YEAR: 2022**

REPORTING FREQUENCIES: MONTHLY

OCTOBER

TYPE OF SAMPLE:	INFLUENT			PONDS		
	Flow	BOD	TSS	DO	pH	Freeboard
CONSTITUENTS:	Flow	BOD	TSS	DO	pH	Freeboard
FREQUENCY:	Daily	Monthly	Monthly	Twice Monthly	Twice Monthly	Twice Monthly
DESCRIPTION:	Measurement	Grab	Grab	Grab	Grab	Measurement
UNITS:	gpd	mg/L	mg/L	mg/L	s.u.	ft
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE	OCTOBER					
1	54000					
2	56000					
3	54000					
4	51000	34	20	7.94	5.50	3.5
5	47000					
6	44000					
7	55000					
8	53000					
9	57000					
10	55000					
11	58000					
12	58000					
13	64000					
14	55000					
15	73000					
16	75000					
17	58000					
18	62000					
19	58000			6.19	7.91	3.5
20	66000					
21	72000					
22	82000					
23	80000					
24	69000					
25	52000					
26	58000					
27	59000					
28	73000					
29	87000					
30	78000					
31	73000					
<b>30-DAY MEAN</b>	<b>62452</b>	<b>34</b>	<b>20</b>	<b>7.07</b>	<b>6.71</b>	<b>3.5</b>
<b>MAXIMUM</b>	<b>87000</b>	<b>34</b>	<b>20</b>	<b>7.94</b>	<b>7.91</b>	<b>3.5</b>
<b>MINIMUM</b>	<b>44000</b>	<b>34</b>	<b>20</b>	<b>6.19</b>	<b>5.50</b>	<b>3.5</b>

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: *Rogelio White*  
Date: 11-07-2022

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

WDID NO.: **7A 37 0125 001**  
ORDER NO.: **R7- 2019-0015**

**MONITORING AND REPORTING  
BORREGO WATER DISTRICT - RAMS HILL WWTF  
MONTH: OCTOBER  
YEAR: 2022**

REPORTING FREQUENCY **MONTHLY**

**OCTOBER**

TYPE OF SAMPLE:	EFFLUENT					
CONSTITUENTS:	BOD	TSS	SS	T. Nitrogen	TDS	pH
FREQUENCY:	Twice Monthly					
DESCRIPTION:	Grab	Grab	Grab	Grab	Grab	Grab
UNITS:	mg/L	mg/L	ml/L	mg/L	ml/L	mg/L
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE						
1						
2						
3						
4	0.0	6.0	0.0	9.8	480	3.94
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19	0.0	6.0	0.0	4.4	490	7.96
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
<b>30-DAY MEAN</b>	<b>0.0</b>	<b>6.0</b>	<b>0.0</b>	<b>7.1</b>	<b>485</b>	<b>5.95</b>
<b>MAXIMUM</b>	<b>0.0</b>	<b>6.0</b>	<b>0.0</b>	<b>9.8</b>	<b>490</b>	<b>7.96</b>
<b>MINIMUM</b>	<b>0.0</b>	<b>6.0</b>	<b>0.0</b>	<b>4.4</b>	<b>480</b>	<b>3.94</b>

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: *Rogelio White*  
Date: 11-7-2022