

**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

**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 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

### **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 following 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

<b>Budget Categories</b>	<b>Grant Amount</b>
(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

<b>Budget Categories</b>	<b>Grant Amount</b>
(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.

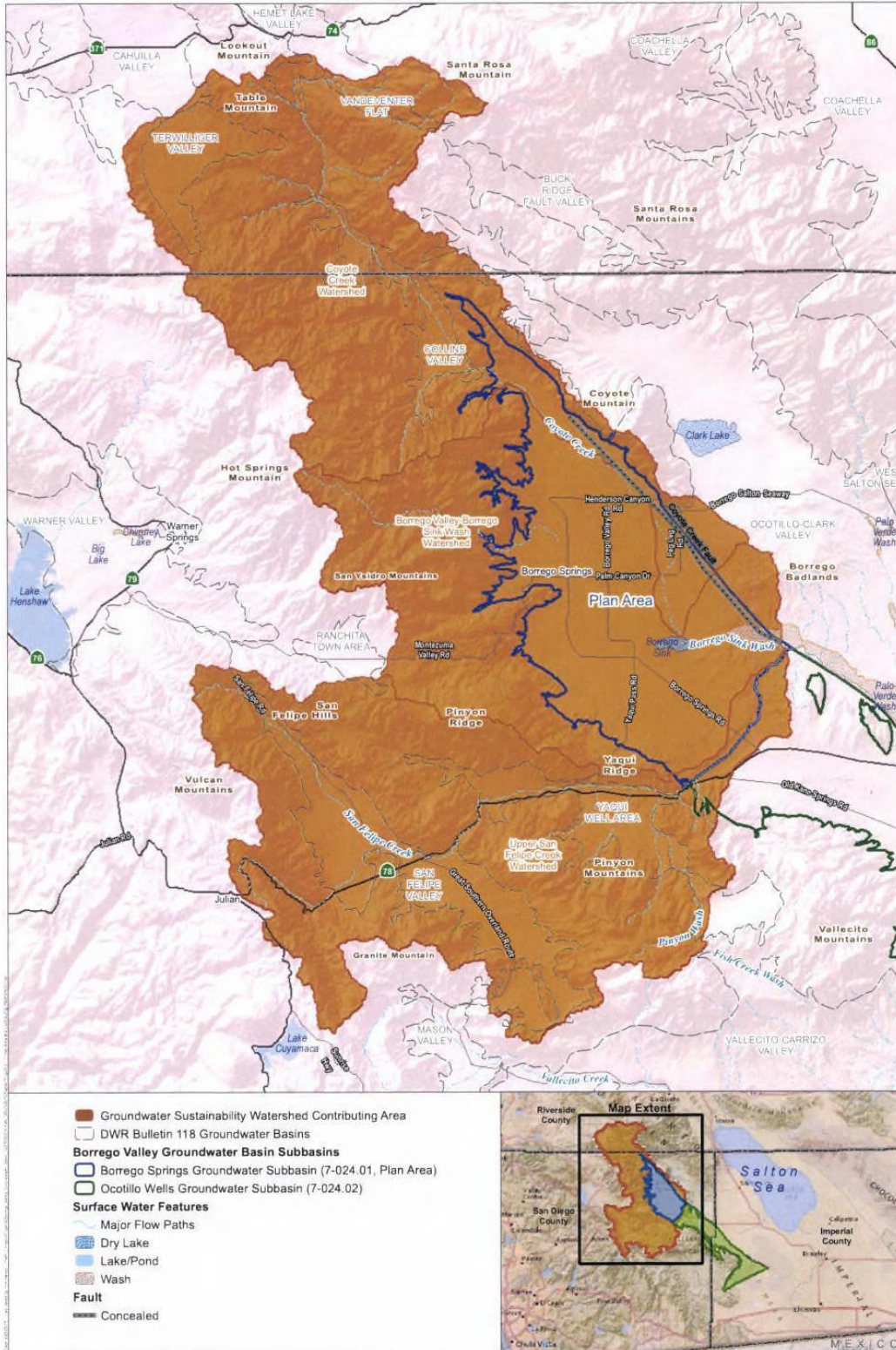
Personnel:

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

**DUDER** 2020 3 Miles

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**

Envelope Id: 71038391B6BF44B3AF5B4CCABB6265F2	Status: Sent
Subject: Complete with DocuSign: 4600014652 Agreement- Borrego Water District	
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	
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Storage Appliance Status: Connected	Pool: Department of Water Resources	Location: DocuSign

**Signer Events**

Signature	Timestamp
<b>Completed</b>	Sent: 12/6/2022 12:57:26 PM
	Viewed: 12/7/2022 10:29:51 AM
	Signed: 12/7/2022 10:30:02 AM
Using IP Address: 174.62.67.9	

**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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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**

**Editor Delivery Events**

**Agent Delivery Events**



<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

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

Hashed/Encrypted

12/6/2022 12:57:27 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

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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.

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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.

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### **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..

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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.

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- 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.